

**Terms & Conditions**

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Table Of Contents
INTRODUCTION
CONTENT
ACCESS
UNLAWFUL OR PROHIBITED USES
YOUR RESPONSIBILITIES
MODIFICATION & TERMINATION
USER REVIEWS, COMMENTS & SUBMISSIONS
OUR SERVICES/PROGRAMS
INTELLECTUAL PROPERTY RIGHTS
OUR RIGHTS
THIRD-PARTY LINKS AND CONTENT
SOCIAL MEDIA FEATURES
USER ACCOUNT
USER CONTENT
USER DATA
SERVICES MANAGEMENT
ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES
PAYMENT AND FEES
DISCLAIMER, INDEMNIFICATION & LIMITATIONS OF LIABILITY
MOBILE APPLICATION USERS
GOVERNING LAW
DISPUTE RESOLUTION
ARBITRATION AGREEMENT
CORRECTIONS
INTERNET DELAYS
SEVERABILITY
INTERPRETATION
ENTIRE AGREEMENT
WAIVER
LANGUAGE VERSIONS
MISCELLANEOUS
CONTACT US

**INTRODUCTION**

These terms of service are entered into by and between You and GB Advisors LLC ("GB, Company," "we," "us," "our"). The following terms and conditions, together with any other documents expressly incorporated by reference into the "Terms of Use," govern your access to and use of the GB Advisors app, including any content, functionality, and services offered on or through the GB Advisors SSI app within the Freshdesk platform.

A. Binding Contract. These terms ("Agreement") are a contract between You and GB, as an ORLANDO, FL limited liability company.

B. Agreement. You represent to GB that you have read, understood, and expressly agree to be bound by this Agreement, and the terms, conditions, and notices contained or referenced herein, whether you have created a GB account GB Advisors SSI app (and agree to this Agreement at the time you created that account) or whether you simply browse, use, or access a GB Product GB Advisors SSI app offered directly by GB or through a third party (and agree to this Agreement when you browse, use, or access any aspect of the GBP Product GB Advisors SSI app. If you do not agree to the Agreement, you may not use the GB Products GB Advisors SSI app.

C. Supplemental Terms. This Agreement governs the GB Products GB Advisors SSI app in general. More specific and/or supplemental terms and conditions may apply to some Products GB Advisors SSI app, including but not limited to, a particular contest, sweepstakes or promotion, software, application, promotional code, service or other activity; availability of certain merchandise, content, programs, or other activities; conditions or other limitations to the GB Products GB Advisors SSI app for users under certain ages; and/or specific terms or restrictions that may accompany certain territories, programs, content, products, websites, applications or other software. Any supplemental terms and conditions are in addition to this Agreement and, in the event of a conflict, the supplemental terms will prevail over this Agreement. If you do not agree to the applicable supplemental terms and conditions disclosed, you may not use the GB Product GB Advisors SSI app.

D. Amendments. We may need to make changes to any portion of this Terms from time to time and for many reasons, including to reflect updates to the GB Products GB Advisors SSI app or changes in law. If we make a material change to these Terms, it will be effective thirty (30) days following either our dispatch of a notice to you or our posting of the amended terms through the GB Products GB Advisors SSI app. By continuing to use the GB Products you will be deemed to have agreed to and accepted any amendments. If you do not agree to any change to this Agreement, you must discontinue using the GB Products. Our customer service representatives are not authorized to modify any provision of this Agreement, either verbally or in writing.

E. Accounts. Some GB Products GB Advisors SSI app permit or require you to create an account to participate or to secure additional benefits. You agree that any information you provide and maintain is accurate, current and complete, including your contact information for notices and other communications from us and your payment information. You agree not to impersonate or misrepresent your affiliation with any person or entity, including using another person's username, password or other account information, or another person's name or likeness, or provide false details for a parent or guardian. You agree that we may take steps to verify the accuracy of information you provide, including contact information for a parent or guardian.

F. Passwords and Security. You agree that you will not share your account or account information with others. You are responsible for taking reasonable steps to maintain the confidentiality of your username and password, and you are responsible for all activities under your account that you can reasonably control. You agree to promptly notify us of any unauthorized use of your username, password or other account information, or of any other breach of security that you become aware of involving your account or the GB Products GB Advisors SSI app.

G. Electronic Notice. You consent to receive notices, including agreements, disclosures, and other communications, electronically from us at the email address you have provided. You agree that these electronic notices satisfy any legal requirements that such communications be in writing.

H. Termination or Suspension. We may terminate or suspend your access to any GB Products, and/or terminate this Agreement subject to the survival of terms as provided below, if required by law, or if we have objective reason to believe you have used the GB Products in violation of any provision of this Agreement or any supplemental terms, and/or if you engage in or encourage infringement or any other illegal conduct as it relates to your use of the GB Products.

I. Supplemental Terms & Conditions or documents may be posted on the Services GB Advisors SSI app from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these Terms, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms by your continued use of the Services after the date such revised Terms are posted.

J. By using the GB Advisors SSI app **[or by clicking to accept or agree to the Terms of Service when this option is made available to you]**, you accept and agree to be bound and abide by these Terms & Conditions and our Privacy Policy, incorporated herein by reference. If you do not want to agree to these Terms you must not access or use the Website.

**K. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES GB Advisors SSI app AND YOU MUST DISCONTINUE USE IMMEDIATELY.**

## **CONTENT**

All content included on the Site GB Advisors SSI app such as text, graphics, logos, images, audio clips, video, data, music, software, application updates, and other material (collectively "Content") is owned or licensed property of GB, and is protected by copyright, trademark, patent or other proprietary rights. The collection, arrangement and assembly of all Content on the Site GB Advisors SSI app is the exclusive property of GB and protected by U.S. and international copyright laws. GB, expressly reserve all intellectual property rights in all Content.

## **ACCESS USE OF OUR SERVICES**

Subject to your compliance with these Terms, including the "**UNLAWFUL OR PROHIBITED USES**" section below, GB grants you a limited (non-exclusive, non-transferable, revocable) license to access and use the GB Advisors SSI app for your PERSONAL, NON-COMMERCIAL USE OR INTERNAL BUSINESS PURPOSE ONLY and only to the extent such use does not violate these Terms & Conditions including, without limitation, the prohibitions listed in the "UNLAWFUL OR PROHIBITED USES" section of these Terms & Conditions.

As set out in this section or elsewhere in our Terms & Conditions, no part of the GB Advisors SSI app and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever.

GB reserves all rights not expressly granted to you in and to the Services GB Advisors SSI app, Content, and Marks.

Any breach of these Intellectual Property Rights will constitute a material breach of our Terms & Conditions and your right to use our GB Advisors SSI app will terminate immediately.

### **UNLAWFUL OR PROHIBITED USES**

The GB Advisors SSI app may only be used for lawful purposes in accordance with the terms of the license granted in these Terms & Conditions. As a condition of your use of this GB Advisors SSI app, you warrant to GB that you will not use the GB Advisors SSI app for any purpose that is unlawful or prohibited by these Terms & Conditions. Whether on behalf of yourself or on behalf of any third party, YOU MAY NOT:

- Make any commercial use of the GB Advisors SSI app or its Content, including making any collection or use of any product listings, descriptions, prices or images;
- Download, copy or transmit any Content for the benefit of any other merchant;
- Use or attempt to use any engine, software, tool, agent, data or other device or mechanism (including browsers, spiders, robots, avatars or intelligent agents) to navigate or search the GB Advisors SSI app other than the search engine and search agents provided by GB or generally publicly available browsers.
- Frame, mirror or use framing techniques on any part of the GB Advisors SSI app without GB express prior written consent.
- Make any use of data extraction, scraping, mining or other data gathering tools, or create a database by systematically downloading or storing GB Advisors SSI app content, or otherwise scrape, collect, store or use any Content, account information, product listings, descriptions, prices or images, except pursuant to the limited license granted by these Terms & Conditions.
- Use any meta tags or any other hidden text utilizing GB name or marks;
- Misrepresent the identity of a user, impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the GB Advisors SSI app, or express or imply that we endorse any statement you make.
- Conduct fraudulent activities on the Site;
- Violate or attempt to violate the security of the GB Advisors SSI app, whether in an automated fashion or otherwise, including, without limitation: (i) accessing data not intended for you or logging onto a server or an account that you are (a) not authorized to access or, (b) in the case of a user account, not the registered user of such account; (ii) trying to change the behavior of the GB Advisors SSI app; (iii) attempting to probe, scan or test the vulnerability of a system or network, or to breach security or authentication measures; (iv) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting malware to the GB Advisors SSI app, overloading, "flooding," "spamming," "mailbombing" or "crashing"; (v) forging any header or any part of the header information in any email or posting; or (vi) forging communications on behalf of the GB Advisors SSI app (impersonating the GB GB Advisors SSI app) or to the GB Advisors SSI app (impersonating another user whether such user provided their approval for such action(s) or not);
- Send unsolicited or unauthorized email on behalf of GB, including promotions and/or advertising of products or services;
- Tamper with the GB Advisors SSI app or use or attempt to use any device, software, routine or data that interferes or attempts to interfere with the working or functionality of the GB Advisors SSI app or any activity being conducted on the GB Advisors SSI app;
- Harvest or collect personally identifiable information about other users of the GB Advisors SSI app;
- Restrict or inhibit any other person from using the GB Advisors SSI app (including, without limitation, by hacking or defacing any portion of the GB Advisors SSI app);
- Use the GB Advisors SSI app to advertise or offer to sell or buy any goods or services without GB express prior written consent;
- Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes any portion of, use of, or access to the GB Advisors SSI app;
- Modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the GB Advisors SSI app; or

- Remove any copyright, trademark or other proprietary rights notice from the GB Advisors SSI app or materials originating from the GB Advisors SSI app.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Services GB Advisors SSI app, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services GB Advisors SSI app and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services GB Advisors SSI app.
- Use any information obtained from the Services GB Advisors SSI app in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Services GB Advisors SSI app in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Services GB Advisors SSI app.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Interfere with, disrupt, or create an undue burden on the Services GB Advisors SSI app or the networks or services connected to the Services.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- Attempt to bypass any measures of the Services GB Advisors SSI app designed to prevent or restrict access to the Services, or any portion of the Services.
- Copy or adapt the Services GB Advisors SSI app software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services GB Advisors SSI app.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services GB Advisors SSI app, or use or launch any unauthorized script or other software.
- Use a buying agent or purchasing agent to make purchases on the Services GB Advisors SSI app.
- Make any unauthorized use of the Services GB Advisors SSI app, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Services GB Advisors SSI app as part of any effort to compete with us or otherwise use the Services GB Advisors SSI app and/or the Content for any revenue-generating endeavor or commercial enterprise.

We operate, as well as any other related products and services that refer or link to these Terms & Conditions. In case of any doubt, you can contact us by email at [support@gb-advisors.com](mailto:support@gb-advisors.com) or by mail.

We recommend that you print a copy of these Terms & Conditions for your records.

Please read the Terms & Conditions carefully before you start to use the Website.

## YOUR RESPONSIBILITIES

By accessing and using this GB Advisors SSI app, you:

- Accept and agree to be bound and comply with these terms;
- You represent and warrant that you are the legal age of majority under applicable law to form a binding contract with us; and,
- You agree if you access the GB Advisors SSI app from a jurisdiction where it is not permitted, you do so at your own risk.
- You are required to ensure that all persons who access the GB Advisors SSI app are aware of this agreement and comply with it. It is a condition of your use of the GB Advisors SSI app that all the information you provide on the GB Advisors SSI app is correct, current, and complete.
- You are solely and entirely responsible for using the GB Advisors SSI app and your computer, phone, internet and data security.
- You have the legal capacity and you agree to comply with these Terms;
- You are not a minor in the jurisdiction in which you reside;
- You will not access the GB Advisors SSI app through automated or non-human means, whether through a bot, script or otherwise;
- You will not use the Services website – app) for any illegal or unauthorized purpose; and
- Your use of the GB Advisors SSI app will not violate any applicable law or regulation.
- If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the GB Advisors SSI app (or any portion thereof).

## MODIFICATION & TERMINATION

GB may at any time: (i) modify or discontinue any part of the GB Advisors SSI app; (ii) charge, modify or waive fees required to use the GB Advisors SSI app; or (iii) offer opportunities to some or all Site users. GB reserves the right to make changes to these Terms & Conditions at any time, and such changes will be effective immediately upon being posted on the GB Advisors SSI app. Each time you use the GB Advisors SSI app, you should review the current Terms & Conditions. You can determine when these Terms & Conditions were last revised by referring to the "LAST UPDATED" legend at the top of these Terms & Conditions. Your continued use of the GB Advisors SSI app will indicate your acceptance of the current Terms & Conditions; however, any change to these Terms & Conditions after your last usage of the Site will not be applied retroactively. GB reserves the right, without notice and at its sole discretion, to terminate your account or your use of the GB Advisors SSI app and to block or prevent future access to and use of the GB Advisors SSI app (i) if you violate any of these Terms & Conditions, (ii) for any other reason or (iii) for no reason. Upon any such termination, your right to use the GB Advisors SSI app will immediately cease.

You agree that GB shall not be liable to you or any third party for any termination of your access to the GB Advisors SSI app. Upon termination, all provisions of these Terms & Conditions which are by their nature intended to survive termination, all representations and warranties, all limitations of liability and all indemnities shall survive such termination.

GB have no obligation to update any information on our GB Advisors SSI app. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the GB Advisors SSI app.

GB cannot guarantee the GB Advisors SSI app will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the GB Advisors SSI app, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the GB Advisors SSI app at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services GB Advisors SSI app during any downtime or discontinuance of the GB Advisors SSI app. Nothing in these Terms will be construed to obligate us to maintain and support the GB Advisors SSI app or to supply any corrections, updates, or releases in connection therewith.

These Terms & Conditions shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE GB Advisors SSI app OR DELETE ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## **USER REVIEWS, COMMENTS & SUBMISSIONS**

Please review this section and the "PROHIBITED ACTIVITIES" section carefully prior to using our GB Advisors SSI app to understand the (a) rights you give us and (b) obligations you have when you post or upload any content through the Services GB Advisors SSI app.

**Submissions:** By directly sending GB any question, comment, suggestion, idea, feedback, or other information about the Services GB Advisors SSI app ("Submissions"), you agree to assign to us all intellectual property rights in such Submission. You agree that we shall own this Submission and be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

You are responsible for what you post or upload: By sending us Submissions through any part of the Services you:

- Confirm that you have read and agree with our "PROHIBITED ACTIVITIES" and will not post, send, publish, upload, or transmit through the Services any Submission that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading;
- To the extent permissible by applicable law, waive any and all moral rights to any such Submission;
- Warrant that any such Submission are original to you or that you have the necessary rights and licenses to submit such Submissions and that you have full authority to grant us the above-mentioned rights in relation to your Submissions; and
- Warrant and represent that your Submissions do not constitute confidential information.

GB welcomes your reviews, comments, and other communications, photos, videos, or any other content that you submit through or to the GB Advisors SSI app, or any content or information you publish through any social media and allow GB to feature, such as your name, social media handle, accompanying text, and any images, videos, or audio from your social media accounts (e.g. Twitter™, Instagram™, Pinterest™) (collectively, "User Content") as long as the User Content submitted by you complies with these Terms & Conditions. You agree that any User Content: will be accurate; will not violate or facilitate the violation of any law or regulation; will not violate any right of a third party, including copyright, trademark, privacy or publicity rights; will not cause injury to any person or entity; and will not contain, or provide links to, obscene, profane, or threatening language, malware, political campaigning, commercial solicitation, chain letters, mass mailings, any form of "spam", or any material that could be considered harmful, sexually explicit, indecent, lewd, violent, abusive, or degrading. You are solely responsible for the User Content you submit, and GB assumes no liability for any User Content submitted by you.

You acknowledge and agree that GB reserve the right (but have no obligation) to do any or all of the following, in our sole discretion: (i) monitor User Content; (ii) alter, remove, or refuse to post or allow to be posted any User Content; and/or (iii) disclose any User Content, and the circumstances surrounding its transmission, to any third party. For any User Content you submit, you grant to GB a non-exclusive, sub-licensable, fully paid-up, perpetual, irrevocable, royalty-free, transferable right and license to use, display, perform, transmit, copy, modify, delete, adapt, publish, translate, create derivative works from, sell and distribute such User Content and to incorporate the User Content into any form, medium, or technology, now known or hereafter developed, throughout the world, including but not limited to non-digital media and advertising channels, such as in-store marketing, all without compensation to you. For this reason, do not send us any User Content that you do not wish to license to us, including any confidential information or any original creative materials such as stories, product ideas, computer code or original artwork. In addition, you grant to GB the right to include the name provided along with the User Content submitted by you; provided, however, GB shall have no obligation to include such name with such User Content. We are not responsible for the use or disclosure of any personal information that you voluntarily disclose in connection with any User Content you submit. You represent and warrant that you have all rights necessary for you to grant the licenses granted in this section, including but not limited to permission from or on behalf of any individuals that appear in the User Content to use, and grant to third parties such as GB the right to use, their name, image, voice and/or likeness without compensation to you or any other person or entity. You further irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding User Content that you may have under any applicable law under any legal theory.

Content is also provided by third party visitors to the GB Advisors SSI app. Please note that GB Advisors SSI app visitors may post content that is inaccurate, misleading, or deceptive. GB neither endorses nor is responsible for any opinion, advice, information, or statements made by third parties. The opinions

expressed by third parties reflect solely the opinions of the individuals who submitted such opinions and may not reflect the opinions of GB.

You are solely responsible for your Submissions and you expressly agree to reimburse us for any and all losses that we may suffer because of your breach of (a) this section, (b) any third party's intellectual property rights, or (c) applicable law.

## OUR SERVICES/PROGRAMS

The information provided when using the GB Advisors SSI app is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services GB Advisors SSI app from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

GB Software Service Insurance (SSI):

Software Service Insurance (SSI) is a software protection designed to provide remote support, consulting and advisory services solely and exclusively for the insured software.

The SSI Services allows the Client to request the attention of "Cases" (through the creation of service tickets) issued for each requirement within any of the following categories of services:

- Knowledge transfer.
- Creation of reports.
- New configurations.
- Modifying existing configurations
- Software management support.
- Consulting and strategy in the use of software.

Please review the following link with the [Terms and Conditions: Software Services Insurance \(SSI\) - GB Advisors \(gb-advisors.com\)](#)

## INTELLECTUAL PROPERTY RIGHTS

GB is the owner or the licensee of all intellectual property rights in our GB Advisors SSI app, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the "Content"), as well as the trademarks, service marks, and logos contained therein (the "Marks").

The GB Advisors SSI app and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by GB and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms & Conditions permit you to use the GB Advisors SSI app for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, delete, store, or transmit any of the material of GB GB Advisors SSI app.

You must not access or use for any commercial purposes any part of the GB Advisors SSI app or any services or materials available through the GB Advisors SSI app.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the GB Advisors SSI app in breach of the Terms & Conditions, your right to use the GB Advisors SSI app will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the GB Advisors SSI app or any content on the GB Advisors SSI app is transferred to you, and all rights not expressly granted are reserved by the GB. Any use of the GB Advisors SSI app not expressly permitted by these Terms & Conditions is a breach of these Terms and may violate copyright, trademark, and other laws.

## OUR RIGHTS

GB have the right, without provision of notice to:

- Take appropriate legal action, including, without limitation, referral to or cooperation with law enforcement or regulatory authorities, or notifying the harmed party of any illegal or unauthorized use of the Website; and

- Terminate or suspend your access to all or part of the Website for any or no reason, including, without limitation, any violation of these Terms of Service.
- YOU WAIVE AND HOLD HARMLESS GB AND ITS PARENT, SUBSIDIARIES, AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PARTNERS, PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, AND SUCCESSORS FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY GB AND ANY OF THE FOREGOING PARTIES RELATING TO ANY, INVESTIGATIONS BY EITHER GB OR BY LAW ENFORCEMENT AUTHORITIES.

### **THIRD-PARTY LINKS AND CONTENT**

For your convenience, this GB Advisors SSI app may provide links or pointers to third-party sites or third-party content. We make no representations about any other websites or third-party content that may be accessed from this GB Advisors SSI app. If you choose to access any such sites, you do so at your own risk. We have no control over the third-party content or any such third-party sites and accept no responsibility for such sites or for any loss or damage that may arise from your use of them. You are subject to any terms and conditions of such third-party sites.

### **SOCIAL MEDIA FEATURES**

This GB Advisors SSI app may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send emails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

The GB Advisors SSI app from which you are linking, or on which you make certain content accessible, must comply in all respects with the Submission Standards set out in these Terms & Conditions.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop.

We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

### **USER ACCOUNT**

You may be required to register with GB in order to access the services or areas of the GB Advisors SSI app. With respect to any such registration, we may refuse to grant to you the user's name you request. Your user name and password are for your personal use only, and you will not share your user name or password with any individual or third party (other than GB). If you use the GB Advisors SSI app, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, phone, tablet, etc. and you agree to accept responsibility for all activities that occur under your account or password. In addition to all other rights available to GB including those set forth in these Terms & Conditions, GB reserves the right, in its sole discretion, to terminate your account, refuse service to you, or cancel orders.

You must provide accurate, current, and complete information during the registration process and at all other times when you use the GB Advisors SSI app, and to update the information to keep it accurate, current, and complete. You are the sole authorized User of any account you create through the GB Advisors SSI app. You are solely and fully responsible for all activities that occur under your password or account. You agree that you shall monitor your account to prevent use by minors, and you will accept full responsibility for any unauthorized use of your password or your account. You may not authorize others to use your user account, and you may not assign or otherwise transfer your user account to any other person or entity.

Should you suspect that any unauthorized party may be using your password or account, you will notify GB immediately. GB will not be liable, and you may be liable, for losses, damages, liability, expenses, and fees incurred by GB or a third party arising from someone else using your account.



If you provide any information that is untrue, inaccurate, not current, or incomplete, or if GB has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, GB has the right to suspend or terminate your account and refuse any and all current or future use of the GB Advisors SSI app. GB may enable or require you to use a single set of login credentials to use the GB Advisors SSI app. You agree not to create an account or use the GB Advisors SSI app if you have been previously removed from the GB Advisors SSI app platform by GB or if you have been previously banned from use of the GB Advisors SSI app.

## USER CONTENT

(a) User Content. GB may provide you with interactive opportunities through the GB Advisors SSI app, including, by way of example, the ability to post or otherwise provide to GB Ratings and Reviews (each as defined below), Feedback (as defined below), or other text, photos, images, or audio and video content (collectively, “User Content”). You represent and warrant that you are the owner of, or otherwise have the right to provide, all User Content that you submit, post, and/or otherwise transmit through the GB Advisors SSI app. You further represent and warrant that any User Content submitted, posted, and/or otherwise transmitted through the GB Advisors SSI app by you or someone on your behalf or through your User account does not (i) violate any third-party right, including any copyright, trademark, patent, trade secret, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) contain material that is false, intentionally misleading, deceptive, defamatory, offensive, abusive, or pornographic, including material that racially or religiously vilifies, incites violence or hatred, or is likely to insult or humiliate others based on race, religion, ethnicity, gender, age, sexual orientation, or any physical or mental disability; (iii) contain sexually explicit or violent content or photos, images, or videos of weapons, illegal drugs, or hate symbols; (iv) contain any material that is unlawful or relates to unlawful conduct (including phishing and spoofing); (v) create a privacy or security risk to any person, including by soliciting personal information from any person, or contain any confidential, sensitive, private, or personally identifiable information; (vi) solicit money from any person; (vii) contain financial, legal, medical, or other professional advice; (viii) harm, abuse, harass, stalk, threaten, or otherwise offend; (ix) reflect negatively on GB, including GB goodwill, name, and reputation; (x) tamper with, hinder the operation of, or make unauthorized modifications to our websites or Technology; (xi) otherwise result in civil or criminal liability for you, GB, or any third party; (xii) violate any law or regulation; or (xiii) violate this Agreement or any community or content guidelines that GB may publish from time to time (including but not limited to the GB Review). You hereby grant GB (including GB service providers) a perpetual, irrevocable, transferable, fully paid, royalty-free, non-exclusive, worldwide, fully sublicensable right and license to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works from, distribute, and/or otherwise use the User Content in connection with GB business and in all forms now known or hereafter invented (collectively, “Uses”), without notification to and/or approval by you. You further grant GB a license to use your username, first name and last initial, profile photo (if available), and/or other User profile information, including, without limitation, your ratings history, to attribute User Content to you in connection with such Uses, without notification to or approval by you. You acknowledge, however, that GB has no obligation to attribute any User Content to you in connection with any Use. You agree that this license includes the right for other Users to access and use your User Content in conjunction with participation in the Services and as permitted through the functionality of the Services. In the interest of clarity, the license granted to GB herein shall survive termination of the Services or your account. GB reserves the right in its sole discretion to remove or disable access to any User Content from the Services, suspend or terminate your account at any time, or pursue any other remedy or relief available under equity or law if you post any User Content that violates this Agreement or any community or content guidelines we may publish or that we consider to be objectionable for any reason. You agree that GB may monitor and/or delete your User Content (but does not assume the obligation to do so) or may decide to not publish, display, or otherwise make available your User Content for any reason at GB sole discretion. GB may also access, read, preserve, and disclose any information as GB reasonably believes is necessary to satisfy any applicable law, regulation, legal process, or governmental request; enforce this Agreement, including investigation of potential violations hereof; detect, prevent, or otherwise address fraud, security, or technical issues; respond to User, Contractor, or Merchant support requests; or protect the rights, property, or safety of GB, our Users, and the public.

(b) Feedback. You agree that any submission of any ideas, suggestions, and/or proposals to GB through its suggestion, feedback, wiki, forum, or similar pages (“Feedback,” which is considered User Content) is at your own risk and that GB has no obligations (including, without limitation, obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback and you hereby grant to GB (including GB service providers) a perpetual, irrevocable, transferable, fully paid, royalty-free, non-exclusive, worldwide, fully sublicensable right and license to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works from, distribute, and/or otherwise use such Feedback.

(c) Ratings and Reviews. To the extent that you rate or post reviews, which may include but is not limited to text, photos, images, audio, or videos that you provide (“Ratings” and “Reviews”), such Ratings and Reviews are considered User Content and are governed by this Agreement. Ratings and Reviews are not endorsed by GB and do not represent the views of GB. GB shall have no liability for Ratings and Reviews or for any claims of economic loss resulting from such Ratings and Reviews. Because we strive to maintain

a high level of integrity with respect to Ratings and Reviews posted or otherwise made available through the GB Advisors SSI app, you acknowledge and agree that: (i) you will base any Rating or Review on first-hand experience with the GB Advisors SSI app; (ii) you will not provide a Rating or Review for any; (iii) you will not submit a Rating or Review in exchange for payment, or other benefits; (vi) your Rating or Review will comply with the terms of this Agreement; (vii) we may decide to not publish, display, or otherwise make available your Rating or Review for any reason in our sole discretion; and (viii) any Rating or Review you submit will comply with our Review and Photo Guidelines. If we determine, in our sole discretion, that any Rating or Review could diminish the integrity of the Ratings and Reviews or otherwise violates this Agreement, we may remove such Rating or Review without notice and take any additional action, in GB sole discretion, as we deem necessary or appropriate.

(d) Contributions. You represent and warrant that you have all rights necessary to submit the Contributions and you hereby grant to GB (including GB service providers) a perpetual, irrevocable, transferable, fully paid, royalty-free, non-exclusive, worldwide, fully sublicensable right and license to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works from, distribute, and/or otherwise use such Contributions. GB is not liable for any statements or representations in your Contributions provided by you in any area on the Services 9website – app) . You are solely responsible for your Contributions to the Services and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

### **USER DATA**

GB will maintain certain data that you transmit to the Services GB Advisors SSI app for the purpose of managing the performance of the Services GB Advisors SSI app, as well as data relating to your use of the Services GB Advisors SSI app. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services GB Advisors SSI app. You agree that GB shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

### **SERVICES MANAGEMENT**

We reserve the right, but not the obligation, to: (1) monitor the GB Advisors SSI app for violations of these terms & conditions; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these terms & conditions, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the GB Advisors SSI app or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the GB Advisors SSI app.

### **ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES**

By creating a GB account or using the GB Advisors SSI app, you agree to: (a) accept and receive communications from or on behalf of GB, including via email, text message, direct message, chat, and calls, to the contact information you provide to GB when registering an account or using the GB Advisors SSI app.; and (b) receive communications via push notification or in-app messages in the GB mobile application GB Advisors SSI app. Further, you understand and agree that you may receive communications (e.g., calls, text messages, etc.) that are generated by an automatic telephone dialing system, and/or which will deliver prerecorded or automated messages, sent by or on behalf of GB (e.g., GB facilitating the delivery of your services purchase), including but not limited to communications concerning requirements you place through your account on the GB Advisors SSI app. The communications in this Section may include, without limitation, commercial or marketing messages, transactional or relationship messages (e.g., messages about the availability of our services (e.g., interruptions in service), security and/or fraud (e.g., password reset messages), safety, responses to communications initiated by you, updates to policies/legal agreements (e.g., privacy policies, terms of service)), newsletters, and messages relating to research, political advocacy, or customer support (those initiated by you and by us). You acknowledge that receiving commercial or marketing messages or calls is not a requirement or condition for you to use the GB Advisors SSI app. If there are changes to your contact information (e.g., email address, phone number), you agree to update your account to help prevent or limit GB inadvertently communicating with someone else.

Visiting the Services website – app), sending us emails, 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 GB Advisors SSI app, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE GB Advisors SSI app. 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, or to payments or the granting of credits by any means other than electronic means.

## **PAYMENT AND FEES**

You may be required to purchase or pay a fee or acquire one of our services to access and use our GB Advisors SSI app. GB does not guarantee the availability of any payment method at any moment and GB may add, remove or suspend any payment method temporarily or permanently at GB sole discretion. You agree to provide current, complete, and accurate purchase and account information for all purchases made via the GB Advisors SSI app and to promptly update account and payment information, including email address, payment method, and payment card expiration date, in order to complete your purchases and contact you as needed. Sales tax will be added to the price of purchases as deemed required by GB. We may change prices at any time. All payments shall be in USD.

You agree to pay all charges or fees at the prices then in effect for your purchases to access and use the GB Advisors SSI app, and you authorize us to charge your chosen payment provider for any such amounts upon making your purchase.

We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. We also reserve the right to refuse any order placed through the Website.

From time to time, GB may offer a limited free trial and/or promotional codes for a specified period, which may be subject to additional terms. We have sole discretion to determine your eligibility for trials and/or promotional codes.

## **DISCLAIMER, INDEMNIFICATION & LIMITATIONS OF LIABILITY**

The Services GB Advisors SSI app are provided on an as-is and as-available basis. you agree that your use of the Services will be at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the Services GB Advisors SSI app and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranties or representations about the accuracy or completeness of the Services' content or the content of any websites or mobile applications linked to the services and we will assume no liability or responsibility for any (1) errors, mistakes, or inaccuracies of content and materials, (2) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the services, (3) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (4) any interruption or cessation of transmission to or from the services, (5) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the services by any third party, and/or (6) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the Services GB Advisors SSI app. We do not warrant, endorse, guarantee, or assume responsibility for any product or Service advertised or offered by a third party through the Services GB Advisors SSI app, any hyperlinked website, or any website or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or Services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

You acknowledge and agree that GB or its respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors make no warranty, representation, or endorsement with respect to the completeness, security, reliability, suitability, accuracy, currency, or availability of the Service GB Advisors SSI app or its contents or that any goods, services, digital products, information or items found or attained through the GB Advisors SSI app will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, that our website or the server that makes it available or content are free of viruses or other harmful components or destructive code.

In no event shall GB nor its respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors be liable under these terms of service to you or any third-party for any consequential, indirect, incidental, exemplary, special, or punitive damages whatsoever, including any damages for business interruption, loss of use, data, revenue or profit, cost of capital, loss of business opportunity, loss of goodwill, whether arising out of breach of contract, tort (including negligence), any other theory of liability, or otherwise, regardless of whether such damages were foreseeable and whether or not the company was advised of the possibility of such damages.

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless GB, its parent, subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your breach of these Terms or your use of the GB Advisors SSI app including, but not limited to, third-party sites and content, any use of the GB Advisors SSI app content and services other than as expressly authorized in these Terms or any use of any goods, digital products and information purchased from this GB Advisors SSI app.

To the maximum extent permitted by applicable law, You agree to defend, indemnify, and hold GB harmless, including our subsidiaries, affiliates, and all of our respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, successors, and assigns partners, from and against any claims,

liabilities, damages, judgments, awards, losses, costs, expenses, fees, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Services GB Advisors SSI app; (2) breach of these Terms; (3) any breach of your representations and warranties set forth in these Terms; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Services GB Advisors SSI app with whom you connected via the Services GB Advisors SSI app. 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 reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

### **MOBILE APPLICATION USERS**

The following provisions apply to users of GB mobile applications GB Advisors SSI app (each, an "Application"):

#### **Mobile Service, Internet and Service Fees**

The use of the Application requires use of a mobile device and wireless mobile data service, which must be obtained from your wireless carrier, and may require Internet access, which must be obtained from your service provider; you are responsible for obtaining and paying for such additional services and obtaining a suitable device, including without limitation all usage charges related thereto. You may be required to send and receive, at your cost, electronic communications related to the Application, including without limitation, administrative messages, service announcements, diagnostic data reports, and Application updates, from GB, your mobile carrier or third-party service providers. If you do not have an unlimited wireless mobile data plan, you may incur additional charges from your wireless service provider in connection with your use of the Application. You are solely responsible for obtaining any additional subscription or connectivity services or equipment necessary to access the Application, including but not limited to payment of all third-party fees associated therewith, including fees for information sent to or through the Application.

The Application may not work with all devices or all mobile carriers. GB makes no representations that the Application will be compatible with or provided by all mobile carriers.

### **GOVERNING LAW**

The GB Advisors SSI app and these Terms will be governed by and construed in accordance with the laws of the State of Florida and any applicable federal laws applicable therein, without giving effect to any choice or conflict of law provision, principle, or rule and notwithstanding your domicile, residence, or physical location. Any action or proceeding arising out of or relating to this GB Advisors SSI app and/or under these Terms will be instituted in the courts of the State of Florida, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. You waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts.

### **DISPUTE RESOLUTION**

At GB sole discretion, it may require you to submit any disputes arising from these Terms or use of the GB Advisors SSI app, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying the State of Florida law. (If multiple jurisdictions, under applicable laws).

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE GB Advisors SSI app MUST BE COMMENCED WITHIN 1 YEAR(S) AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

### **ARBITRATION AGREEMENT**

Please read this Section carefully. It requires, that any and all claims between you and GB be resolved by binding arbitration, to the extent permitted by applicable law, prevents you from pursuing a class action or similar proceeding in any forum. Arbitration is required if your country of residence enforces arbitration agreements. If you are outside the United States, but attempt to bring a claim in one of those countries, arbitration is required for determination of the threshold issue of whether this Section applies to you, as well as all other threshold determinations, including residency, arbitrability, venue, and applicable law. If your country of residence does not enforce arbitration agreements, the mandatory pre-arbitration dispute resolution and notification and prohibition on class actions or representative proceedings provided below still apply to the extent enforceable by law.

(a) Scope of Arbitration Agreement. This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before, on, or after the effective date of this Agreement. You agree that any dispute or claim arising out of or relating in any way to the subject matter of the Agreement, to your access or use of the GB Advisors SSI app Services as a User of the GB Advisors SSI app Services, to any advertising or marketing communications regarding GB or the GB Advisors SSI app Services, to any products or services sold through the GB Advisors SSI app Services that you received as a User of our GB Advisors SSI app Services, or to any aspect of your relationship or transactions with GB as a User of our

GB Advisors SSI app Services (this includes, without limitation, any contract claim, tort claim, statutory claim, or claim for unfair competition), will be resolved by binding arbitration, rather than in court, except as otherwise required by law or as otherwise provided in this Arbitration Agreement. In addition, to the extent permitted by applicable law, either you or GB may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). Either you or GB may also, to the extent permitted by applicable law, apply to a court of competent jurisdiction for temporary or preliminary injunctive relief on the ground that without such relief the arbitration provided in this paragraph may be rendered ineffectual.

CASES AGAINST GB MAY BE FILED IN THE FUTURE THAT ATTEMPT TO ASSERT CLASS ACTION CLAIMS, AND BY ACCEPTING THIS ARBITRATION AGREEMENT YOU ELECT NOT TO PARTICIPATE IN SUCH CASES.

IF YOU AGREE TO ARBITRATION WITH GB, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY SUCH CLASS, COLLECTIVE, AND/OR REPRESENTATIVE LAWSUIT. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST GB IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY (ALWAYS LIMITED TO THE MONETARY AMOUNT OF THE SERVICE RENDERED TO YOU, BUT NO MORE) OR OTHER RELIEF BY AN ARBITRATOR.

(b) Informal Resolution. You and GB agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost, and mutually beneficial outcome. You and GB therefore agree that, before either you or GB demands or attempts to commence arbitration against the other, we will personally meet and confer, via telephone or videoconference, in a good-faith effort to resolve informally any claim covered by this mutual Arbitration Agreement. For sake of clarification only, the informal dispute resolution conferences shall be individualized such that a separate conference must be held each time either party intends to commence individual arbitration; multiple individuals initiating claims cannot participate in the same informal telephonic dispute resolution conference, unless mutually agreed to by the parties. If you are represented by counsel, your counsel may participate in the conference, but you shall also fully participate in the conference. The party initiating the claim must give notice to the other party in writing of their intent to initiate an informal dispute resolution conference, which shall occur within 60 days after the other party receives such notice, unless an extension is mutually agreed upon by the parties. Engaging in an informal dispute resolution conference is a requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process required by this paragraph.

(c) Arbitrator Powers. The arbitrator, and not any federal, state, provincial, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable, to the extent permitted by applicable law. All disputes regarding the payment of arbitrator or arbitration-organization fees, including the timing of such payments and remedies for nonpayment, shall be determined exclusively by an arbitrator, and not by any court or arbitration administrator. The arbitration will decide the rights and liabilities, if any, of you and GB. Except as expressly agreed on this Agreement, the arbitration proceeding will not be consolidated with any other matters or joined with any other proceedings or parties. The arbitrator may issue orders (including subpoenas to third parties, to the extent permitted by law) allowing the parties to conduct discovery sufficient to allow each party to prepare that party's claims and/or defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes. For example, the arbitrator shall preclude oral discovery of either party's current or former high-level officers absent a showing that the officer has unique, personal knowledge of discoverable information and less burdensome discovery methods have been exhausted. The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator will have the authority to award, on an individual basis, monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and this Agreement (including this Arbitration Agreement). The arbitrator will issue a written statement of decision describing the essential findings and conclusions on which any award (or decision not to render an award) is based, including the calculation of any damages awarded. The award shall be binding only among the parties and shall have no preclusive effect in any other arbitration or other proceeding involving a different party. The arbitrator shall follow the applicable law. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The arbitrator's decision is final and binding on you and GB.

(d) Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AND GB WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND RECEIVE A JUDGE OR JURY TRIAL. You and GB are instead electing to have all disputes resolved by arbitration,

Survival. This Arbitration Agreement will survive any termination of your relationship with GB.

Modification. Notwithstanding any provision in the Agreement to the contrary, we agree that if GB makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice of to GB.

Entire Agreement; Severability. This Arbitration Agreement is the full and complete agreement relating to the formal resolution of disputes covered by this Arbitration Agreement. In the event any portion of this Arbitration Agreement is deemed unenforceable, the remainder of this Arbitration Agreement will be enforceable.

#### **CORRECTIONS**

There may be information on the GB Advisors SSI app Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. GB reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the GB Advisors SSI app Services at any time, without prior notice.

#### **INTERNET DELAYS**

The GB Advisors SSI app Technology and Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Except as otherwise required by applicable law and subject to the Non-Excludable Provisions, GB is not responsible for any delays, delivery failures, damage, loss, injury, or other economic damage resulting from such problems.

#### **SEVERABILITY**

If any provision of these Terms is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of these Terms will continue in full force and effect.

#### **INTERPRETATION**

The title of each Article of these Terms & Conditions is for convenience only and is not to be used for interpretation of the text.

#### **ENTIRE AGREEMENT**

These Terms & Conditions constitute the entire and only Terms between the parties in relation to its subject matter and replaces and extinguishes all prior or simultaneous Terms, undertakings, arrangements, understandings or statements of any nature made by the parties or any of them whether oral or written (and, if written, whether or not in draft form) with respect to such subject matter. Each of the parties acknowledges that they are not relying on any statements, warranties or representations given or made by any of them in relation to the subject matter of these Terms, save those expressly set out in these Terms, and that they shall have no rights or remedies with respect to such subject matter otherwise than under these Terms save to the extent that they arise out of the fraud or fraudulent misrepresentation of another party. No variation of these Terms shall be effective unless it is in writing and signed by or on behalf of GB.

#### **WAIVER**

No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder.

#### **LANGUAGE VERSIONS**

You acknowledge and agree that (i) the official language of these Terms is English for all other consumers and Spanish for Spanish-speaking customers and users, (ii) any discrepancy or conflict between the official language version and any other language version will be resolved with reference to and by interpreting the official language version, and (iii) any other language version that we may make available is being provided only as a courtesy.

#### **MISCELLANEOUS**

These Terms and any policies or operating rules posted by us on the GB Advisors SSI app Services or in respect to the GB Advisors SSI app Services constitute the entire agreement and understanding between you and GB. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. These Terms operate to the fullest extent permissible by law. GB may assign any or all of our rights and obligations to others at any time. GB shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us because of these Terms or use of the GB Advisors SSI app Services. You agree that these Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms and the lack of signing by the parties hereto to execute these Terms.

## **CONTACT US**

If you have any concerns about GB or regarding the GB Advisors SSI app Services or to receive further information regarding the use of the GB Advisors SSI app Services, please contact us at [support@gb-advisors.com](mailto:support@gb-advisors.com) with a detailed description, and we will try to resolve it.