

TERMS & CONDITIONS

Updated on March 19th, 2024

General Terms

By accessing and/or placing an order with OptionsDepth, you confirm that you are in agreement with and bound by the terms of service contained in the Terms & Conditions outlined below. These terms apply to the entire website and any email or other type of communication between you and OptionsDepth.

Under no circumstances shall OptionsDepth team be liable for any direct, indirect, special, incidental or consequential damages, including, but not limited to, loss of data or profit, arising out of the use, or the inability to use, the materials on this site, even if OptionsDepth team or an authorized representative has been advised of the possibility of such damages. If your use of materials from this site results in the need for servicing, repair or correction of equipment or data, you assume any costs thereof.

OptionsDepth will not be responsible for any outcome that may occur during the course of usage of our resources. We reserve the rights to change prices and revise the resources usage policy in any moment.

These Terms & Conditions (also referred to as the "Agreement") are a contract between You and OptionsDepth (referred to in these Terms & Conditions as "OptionsDepth", "us", "we" or "our"), the provider of the OptionsDepth website(s) and application(s) (collectively referred to as the "**Website**") and the services accessible from the OptionsDepth website and application (which are collectively referred to in these Terms & Conditions as the "**Services**").

You are agreeing to be bound by these Terms & Conditions. If you do not agree to these Terms & Conditions, please do not use the Services. In these Terms & Conditions, "you" refers both to you as an individual and to the entity you represent. If you violate any of these Terms & Conditions, we reserve the right to cancel your account or block access to your account without notice.

Definitions and key terms

To help explain things as clearly as possible in this Terms & Conditions, every time any of these

terms are referenced, are strictly defined as:

- **Cookie**: small amount of data generated by a website and saved by your web browser. It is used to identify your browser, provide analytics, remember information about you such as your language preference or login information.
- **Company**: when this terms mention "Company", "we", "us", or "our", it refers to OptionsDepth 9362-8519 QUEBEC INC., 7005, Boul Tashereau (Suite #190), Brossard, J4Z3P5, Qc that is responsible for your information under this Terms & Conditions.
- **Company IP**: all copyrights, trademarks, trade secrets, patents, and other intellectual property rights in the Website and its entire contents, features and functionality (including but not limited to all information, software, data, text, displays, images, video and audio, and the design, selection and arrangement thereof), owned by OptionsDepth
- Country: where OptionsDepth or the owners/founders of OptionsDepth are based, in this case is Canada
- **Device**: any internet connected device such as a phone, tablet, computer or any other device that can be used to visit OptionsDepth and use the Services.
- Service: refers to the service provided by OptionsDepth as described in the relative terms (if available) and on this platform.
- Third-party service: refers to advertisers, contest sponsors, promotional and marketing partners, and others who provide our content or whose products or services we think may interest you.
- You: when this terms mention "you", or "your", it refers to a person or entity that is registered with OptionsDepth to use the Services, that accesses the Website, or that uses the Services.

License

OptionsDepth grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Website strictly in accordance with the terms of this Agreement.

The Company may provide you with certain information as a result of your use of the Website or Services. Such information may include, but is not limited to, documentation, data, or information developed by the Company, and other materials which may assist in your use of the Website or Services ("Company Materials"). Subject to this Agreement, the Company grants you a non

exclusive, limited, non-transferable and revocable license to use the Company Materials solely in connection with your use of the Website and Services. The Company Materials may not be used for any other purpose, and this license terminates upon your cessation of use of the Website or Services or at the termination of this Agreement.

Age Restriction

You must be at least 18 (eighteen) years of age to use this Website or any Services contained herein unless actively supervised by a parent, therapist or educator. By using this Website or the Services, you represent and warrant that You are at least 18 years of age and may legally agree to

this Agreement. The Company assumes no responsibility or liability for any misrepresentation of Your age. By using the Website, you further represent and warrant that Your access to and use of the Website does not violate any applicable law, and that You are using the Website for Your personal use only, except if You are supervising a person under 18 (eighteen) years of age.

Restrictions

You agree not to, and you will not permit others to:

- License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Website or Services or make the platform available to any third party.
- Modify, make derivative works of, disassemble, decrypt, reverse compile, reverse engineer or attempt to reverse engineer any part of the Website or Services, including any code or software from or on the Website or Services.
- Remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of OptionsDepth or its affiliates, partners, suppliers or the licensors of the Website or Services.

Acceptable Use

You agree not to, and you will not permit others to use the Website or Services for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the Website or Services in any way that could damage the Website, Services, or general business of the Company.

You further agree not to, and you will not permit others to use the Website or Services:

• To harass, abuse, or threaten others or otherwise violate any person's legal rights; • To violate any intellectual property rights of the Company or any third party; • To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;

• To perpetrate any fraud;

- To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme; •
- To publish or distribute any obscene or defamatory material;
- To publish or distribute any material that incites violence, hate, or discrimination towards any group;
- To unlawfully gather information about others.

Spam Policy

You are strictly prohibited from using the Website or any of the Services for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

Payment

If you register to any of our recurring payment plans, you agree to pay all fees or charges to your account for the Service in accordance with the fees, charges and billing terms in effect at the time that each fee or charge is due and payable. Unless otherwise indicated in an order form, you must provide OptionsDepth with a valid credit card (Visa, MasterCard, or any other issuer accepted by us) ("Payment Provider") as a condition to signing up for any of our subscription plans, including any of our recurring payment plans. Your Payment Provider agreement governs your use of the designated credit card account, and you must refer to that agreement and not these Terms to determine your rights and liabilities with respect to your Payment Provider. By providing OptionsDepth with your credit card number and associated payment information, you agree that OptionsDepth is authorized to verify information immediately, and subsequently invoice your account for all fees and charges due and payable to OptionsDepth hereunder and that no additional notice or consent is required. You agree to immediately notify OptionsDepth of any change in your billing address or the credit card used for payment hereunder. OptionsDepth reserves the right at any time to change its prices, subscription plans and billing methods, either immediately upon posting on our Website or by e-mail delivery to you or, if applicable, your organization's administrator(s).

We reserve the right to reject or cancel an order or subscription for any reason, including errors or omissions in the information that you provide to us. If we do so after payment has been processed, we will issue a refund to you in the amount of the purchase price. We also may request additional information from you prior to confirming a sale, subscription or recurring payment plans, and we reserve the right to place any additional restrictions on the subscription to our Services. You agree to ensure payment for any fee-based Service you may subscribe to, and you acknowledge and affirm that prices are subject to change.

Any attorney fees, court costs, or other costs incurred in collection of delinquent undisputed amounts shall be the responsibility of and paid for by you.

No contract will exist between you and OptionsDepth for the Services until OptionsDepth accepts your order by a confirmatory e-mail, SMS/MMS message, or other appropriate means of communication.

You are responsible for any third-party fees that you may incur when subscribing to, or using the Services.

Return and Refund Policy

Thank you for subscribing to OptionsDepth Services. We also want to make sure you have a rewarding experience while you're exploring, evaluating, and using our Services.

As with any subscription experience, there are terms and conditions that apply to transactions at OptionsDepth. By subscribing to OptionsDepth Services, you agree to the terms along with

OptionsDepth's Privacy Policy

If, for any reason, you are not completely satisfied with any Service that we provide, do not hesitate to contact us and we will discuss any of the issues you are going through.

Your Suggestions

Any feedback, comments, ideas, improvements or suggestions (collectively, "Suggestions") provided by you to OptionsDepth with respect to the Website shall remain the sole and exclusive property of OptionsDepth.

OptionsDepth shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to you.

Your Consent

We've updated our Terms & Conditions to provide you with complete transparency into what is being set when you visit our site and how it is being used. By accessing or using our Website, registering an account, or using or subscribing to our Services, you hereby consent to our Terms & Conditions.

Registration Information

OptionsDepth may require you register or set up an account to use certain Services or portions of the Website, or the Website as a whole. In order to do so, you may be provided, or required to choose, a password, User Id, and/or other registration information (collectively, "Registration Information"). You agree and represent that all Registration Information provided by you is accurate and up-to-date. You may not impersonate, imitate or pretend to be someone else when registering and/or setting up an account on the Website. If any of your Registration Information changes, you must update it by using the appropriate update mechanism on the Website.

Use of User ID/Password

If you register and/or set up an account on the Website, you will be solely responsible for maintaining the confidentiality of your Registration Information. You may not authorize others to use your Registration Information. You may not sub-license, transfer, sell or assign your Registration Information to any third party.

You are solely responsible for all usage or activity on your account including, but not limited to, use of the account by any person who uses your Registration Information, with or without authorization, or who has access to any computer on which your account resides or is accessible.

If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your Registration Information), you must promptly

change the affected Registration Information by using the appropriate update mechanism on the Website.

Links to other Websites/Applications

This Terms & Conditions applies only to the Services. The Services may contain links to other websites not operated or controlled by OptionsDepth. We are not responsible for the content, accuracy or opinions expressed in such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by us. Please remember that when you use a link to go from the Services to another website, our Terms & Conditions are no longer in effect. Your browsing and interaction on any other website, including those that have a link on our platform, is subject to that website's own rules and policies. Such third parties may use their own cookies or other methods to collect information about you.

Cookies

OptionsDepth uses "Cookies" to identify the areas of our Website that you have visited. A Cookie is a small piece of data stored on your computer or mobile device by your web browser. We use Cookies to enhance the performance and functionality of our Website but are non-essential to their use. However, without these cookies, certain functionality like videos may become unavailable or you would be required to enter your login details every time you visit the Website as we would not be able to remember that you had logged in previously. Most web browsers can be set to disable the use of Cookies. However, if you disable Cookies, you may not be able to access functionality on our Website correctly or at all. We never place Personally Identifiable Information in Cookies.

Services Shutdown

You acknowledge and agree that OptionsDepth may stop (permanently or temporarily) providing the Services (or any features within the Services), or access to the Website, to you or to users generally at OptionsDepth's sole discretion, without prior notice to you. You may stop using the Website or Services at any time. You do not need to specifically inform OptionsDepth when you stop using the Website or Services. You acknowledge and agree that if OptionsDepth disables access to your account, you may be prevented from accessing the Website or Services, your account details or any files or other materials which is contained in your account.

If we decide to change our Terms & Conditions, pursuant to section "Amendments to this Agreement" below, we will post those changes on this page, and/or update the Terms & Conditions modification date above.

Modifications to our Website

OptionsDepth reserves the right to modify, suspend or discontinue, temporarily or permanently,

the Website or any service to which it connects, with or without notice and without liability to you.

Updates to our Website

OptionsDepth may from time to time provide enhancements or improvements to the features/ functionality of the Website or Services, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates").

Updates may modify or delete certain features and/or functionalities of the Website or Services. You agree that OptionsDepth has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Website or Services to you.

You further agree that all Updates will be (i) deemed to constitute an integral part of the Website or Services, and (ii) subject to the terms and conditions of this Agreement.

Third-Party Links & Content

We may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services ("Third- Party Services").

You acknowledge and agree that OptionsDepth shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. OptionsDepth does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.

Third-Party Services and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

Term and Termination

This Agreement shall remain in effect until terminated by you or OptionsDepth.

OptionsDepth may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from OptionsDepth, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Website and all copies thereof from your computer.

Upon termination of this Agreement, you shall cease all use of the Website and delete all copies of the Website from your computer.

Termination of this Agreement will not limit any of OptionsDepth's rights or remedies at law or in equity in case of breach by you (during the term of this Agreement) of any of your obligations under the present Agreement.

Copyright Infringement Notice

If you are a copyright owner or such owner's agent and believe any material on our Website constitutes an infringement on your copyright, please contact us setting forth the following information: (a) a physical or electronic signature of the copyright owner or a person authorized to act on his behalf; (b) identification of the material that is claimed to be infringing; (c) your contact information, including your address, telephone number, and an email; (d) a statement by you that you have a good faith belief that use of the material is not authorized by the copyright owners; and (e) the a statement that the information in the notification is accurate, and, under penalty of perjury you are authorized to act on behalf of the owner.

Indemnification

You agree to indemnify and hold OptionsDepth and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the Website; (b) violation of this Agreement or any law or regulation; (c) conduct or actions; or (d) violation of any right of a third party. You agree that the Company shall be able to select its own legal counsel and may participate in its own defense if the Company wishes.

No Warranties

The Website is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, OptionsDepth, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Website and the Services, including all implied warranties of

merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, OptionsDepth provides no warranty or undertaking, and makes no representation of any kind that the Website and the Services will meet your requirements, achieve any intended results, be compatible or work with any other software, Websites, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither OptionsDepth nor any OptionsDepth's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Website or the Services, or the information, data, content, and materials or products included thereon; (ii) that the Website or the Services will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Website or Services; or (iv) that the Website, its servers, the content, or e-mails sent from or on behalf of OptionsDepth are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you.

Assumption of Risk

The Website and Services are provided for information purposes only. You acknowledge and agree that any information or data posted on our Website is not intended to be legal, investment or financial advice, and no fiduciary relationship has been created between you and the Company. You further agree that your decisions based on any of the information or data found on the Website

or through the Services are at your own risk. To eliminate any doubt, the Company does not assume responsibility or liability for any advice or other information given on the Website or through the Services and is not responsible for any loss arising from your decisions made on the basis of the information or data found on the Website or through the Services.

Data Loss

The Company does not accept responsibility for the security of your account, other than as may be provided elsewhere in this agreement. You agree that your use of the Website and of the Services is at your own risk.

Limitation of Liability

Notwithstanding any damages that you might incur, the entire liability of OptionsDepth and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you for the Website or Services.

To the maximum extent permitted by applicable law, in no event shall OptionsDepth or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the Website or Services, third-party software and/or third-party hardware used with the Website or Services, or otherwise in connection with any provision of this Agreement), even if OptionsDepth or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Affiliate Marketing & Advertising

The Company, through the Website and Services, may engage in affiliate marketing whereby the Company receives a commission on or percentage of the sale of goods or services on or through the Website or Services. The Company may also accept advertising and sponsorships from commercial businesses or receive other forms of advertising compensation. This disclosure is intended to comply with any legal requirements which may apply on marketing and advertising in certain jurisdictions, such as with the US Federal Trade Commission Rules.

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

This Agreement, together with the <u>Privacy Policy</u> and any other legal notices published by OptionsDepth on the Services, shall constitute the entire agreement between you and OptionsDepth concerning the Services. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and OptionsDepth's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. YOU AND OPTIONSDEPTH AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute waiver of any subsequent breach.

No failure to exercise, and no delay in exercising, on the part of either party, any right or any power under this Agreement shall operate as a waiver of that right or power. Nor shall any single or partial exercise of any right or power under this Agreement preclude further exercise of that or any other right granted herein. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

Amendments to this Agreement

OptionsDepth reserves the right, at its sole discretion, to modify or replace these Terms & conditions at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Website or Services after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Website or Services.

Entire Agreement

The Agreement constitutes the entire agreement between you and OptionsDepth regarding your use of the Website and supersedes all prior and contemporaneous written or oral agreements between you and OptionsDepth.

You may be subject to additional terms and conditions that apply when you use or purchase other OptionsDepth's services, which OptionsDepth will provide to you at the time of such use or purchase.

Assignment

This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by You.

No Agency, Partnership or Joint Venture

No agency, partnership, or joint venture has been created between the Parties as a result of this Agreement. No Party has any authority to bind the other to third parties.

Force Majeure

The Company is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

Updates to Our Terms

We may change our Service and policies, and we may need to make changes to these Terms so that they accurately reflect our Service and policies. Unless otherwise required by law, we will notify you (for example, through our Service) before we make changes to these Terms and give you an opportunity to review them before they go into effect. Then, if you continue to use the Service, you will be bound by the updated Terms. If you do not want to agree to these or any updated Terms, you can delete your account.

Intellectual Property

The Website 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 OptionsDepth, its licensors or other providers of such material and are protected by Canada and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. The material may not be copied, modified, reproduced, downloaded or distributed in any way, in whole or in part, without the express prior written permission of OptionsDepth, unless and except as is expressly provided in these Terms & Conditions. Any unauthorized use of the material is prohibited.

Consequently, you hereby agree that the Company owns all right, title and interest in and to the Company IP and that You will not use the Company IP for any unlawful or infringing purpose. You agree not to reproduce or distribute the Company IP in any way, including electronically or via registration of any new trademarks, trade names, service marks or Uniform Resource Locators (URLs), without express written permission from the Company.

Agreement to Arbitrate

This section applies to any dispute EXCEPT IT DOESN'T INCLUDE A DISPUTE RELATING TO CLAIMS FOR INJUNCTIVE OR EQUITABLE RELIEF REGARDING THE ENFORCEMENT OR VALIDITY OF YOUR OR OPTIONSDEPTH'S INTELLECTUAL PROPERTY RIGHTS. The term "dispute" means any dispute, action, or other controversy between you and OptionsDepth concerning the Services or this agreement, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under law.

Notice of Dispute

In the event of a dispute, you or OptionsDepth must give the other a Notice of Dispute, which is a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. You must send any Notice of Dispute via email to <u>contact@optionsdepth.com</u>. OptionsDepth will send any Notice of Dispute to you by mail to your address if we have it, or otherwise to your email address. You and OptionsDepth will attempt to resolve any dispute through informal negotiation within sixty (60) days from the date the Notice of Dispute is sent. After sixty (60) days, you or OptionsDepth may commence arbitration.

Binding Arbitration

If you and OptionsDepth don't resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding arbitration as described in this

section. You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. The dispute shall be settled by binding arbitration in accordance with the commercial arbitration rules of the National Mediation Rules of the ADR Institute of Canada. Either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration. Any and all legal, accounting, and other costs, fees, and expenses incurred by the prevailing party shall be borne by the non-prevailing party.

No Class Actions

You may only resolve disputes with us on an individual basis and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed.

Submissions and Privacy

In the event that you submit or post any ideas, creative suggestions, designs, photographs, information, advertisements, data or proposals, including ideas for new or improved products, services, features, technologies or promotions, you expressly agree that such submissions will automatically be treated as non-confidential and non-proprietary and will become the sole property of OptionsDepth without any compensation or credit to you whatsoever. OptionsDepth and its affiliates shall have no obligations with respect to such submissions or posts and may use the ideas contained in such submissions or posts for any purposes in any medium in perpetuity, including, but not limited to, developing, manufacturing, and marketing products and services using such ideas.

Promotions

OptionsDepth may, from time to time, include contests, promotions, sweepstakes, or other activities ("Promotions") that require you to submit material or information concerning yourself. Please note that all Promotions may be governed by separate rules that may contain certain eligibility requirements, such as restrictions as to age and geographic location. You are responsible to read all Promotions rules to determine whether or not you are eligible to participate. If you enter any Promotion, you agree to abide by and to comply with all Promotions Rules.

Additional terms and conditions may apply to purchases of goods or services, or to subscription plans on, to or through the Services, which terms and conditions are made a part of this Agreement by this reference.

Typographical Errors

In the event a subscription plan or service is listed at an incorrect price or with incorrect

information due to typographical error, we shall have the right to refuse or cancel any orders or subscriptions placed for the subscription plan or service listed at the incorrect price. We shall have the right to refuse or cancel any such order or subscription whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, we shall immediately issue a credit to your credit card account or other payment account in the amount of the charge.

Miscellaneous

If for any reason a court of competent jurisdiction finds any provision or portion of these Terms & Conditions to be unenforceable, the remainder of these Terms & Conditions will continue in full force and effect. Any waiver of any provision of these Terms & Conditions will be effective only if in writing and signed by an authorized representative of OptionsDepth. OptionsDepth will be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety) in the event of any breach or anticipatory breach by you. OptionsDepth operates and controls the Services from its offices in Canada. The Service 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. Accordingly, those persons who choose to access the Services from other local laws are applicable. These Terms & Conditions (which include and incorporate the OptionsDepth <u>Privacy Policy</u>) contains the entire understanding, and supersedes all prior understandings, between you and OptionsDepth concerning its subject matter, and cannot be changed or modified by you. The section headings used in this Agreement are for convenience only and will not be given any legal import.

Disclaimer

OptionsDepth is not responsible for any content, code or any other

imprecision. OptionsDepth does not provide warranties or guarantees.

In no event shall OptionsDepth be liable for any special, direct, indirect, consequential, or incidental damages or any damages whatsoever, whether in an action of contract, negligence or other tort, arising out of or in connection with the use of the Service or the contents of the Service. The Company reserves the right to make additions, deletions, or modifications to the contents on the Service at any time without prior notice.

The Services and its contents are provided "as is" and "as available" without any warranty or representations of any kind, whether express or implied. OptionsDepth is a distributor and not a publisher of the content supplied by third parties; as such, OptionsDepth exercises no editorial control over such content and makes no warranty or representation as to the accuracy, reliability or currency of any information, content, data, service or merchandise provided through or accessible via the Services. Without limiting the foregoing, OptionsDepth specifically disclaims all warranties and representations in any content transmitted on or in connection with the Services or on sites that may appear as links on the Services, or in the products provided as a part of, or

otherwise in connection with, the Services, including without limitation any warranties of merchantability, fitness for a particular purpose or non-infringement of third-party rights. No oral advice or written information given by OptionsDepth or any of its affiliates, employees, officers, directors, agents, or the like will create a warranty. Price and availability information is subject to change without notice. Without limiting the foregoing, OptionsDepth does not warrant that the Services will be uninterrupted, uncorrupted, timely, or error-free.

Contact Us

For any questions or concerns, please contact us at:

• Via Email: contact@optionsdepth.com