

## **PLUS DELTA PARTNERS**

### **WEBSITE TERMS OF USE**

Effective as of: May 14, 2026

IMPORTANT – READ CAREFULLY. THESE TERMS OF USE (“**TERMS OF USE**”) DEFINE THE RELATIONSHIP BETWEEN COPPER REEF ENTERPRISES LLC DBA PLUS DELTA PARTNERS (“**PLUS DELTA**,” “**WE**,” “**OUR**,” OR “**US**”) AND THE PERSON (“**USER**,” “**YOUR**,” OR “**YOU**”) ACCESSING THE PLUS DELTA WEBSITE AT THIS URL OR PRODUCTS OR SERVICES DELIVERED TO YOU VIA THE INTERNET (INCLUDING ALL ASSOCIATED WEBSITES, WEBPAGES, SUBDOMAINS, MOBILE APPLICATIONS, OR DOWNLOADABLE SOFTWARE THAT WE MAY MAKE AVAILABLE TO YOU (EACH AND COLLECTIVELY, THE “**WEBSITE**”).

#### **Acceptance of Terms of Use**

These Terms of Use form a legally binding contract between Plus Delta and you and govern your use of the Website and its Content (defined below). YOU ARE NOT AUTHORIZED TO ACCESS OR USE THE WEBSITE UNLESS AND UNTIL YOU ACCEPT THESE TERMS OF USE AND ANY OTHER TERMS OR POLICIES THAT PLUS DELTA MAY CREATE AND POST ON THE WEBSITE FROM TIME TO TIME.

By accessing and using the Website, you acknowledge that you have read these Terms of Use and accept, understand, and will be bound by them. You further acknowledge that these Terms of Use, together with Plus Delta’s [Privacy Policy](#), incorporated herein by reference, constitute the sole and entire agreement between you and Plus Delta regarding access or use of the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website. If you or a legal entity with which you are associated as an employee or contractor (in such capacity, a “**Client**”) has purchased products or services from Plus Delta, such purchase is subject to the written agreement with respect to those products or services (any such agreement, a “**Services Agreement**”).

If you accept these Terms of Use as an employee or contractor of a legal entity, you represent and warrant that you are authorized to do so. The Website is offered and available to users who are 18 years of age or older. By accessing and using the Website, you represent and warrant that you are of legal age to form a binding contract with Plus Delta. If you do not meet these eligibility requirements, you must not access or use the Website.

#### **Changes to these Terms of Use**

The effective date of these Terms of Use is posted above. Plus Delta may amend these Terms of Use from time to time in our reasonable discretion by posting the revised Terms of Use on the Website with an updated effective date.

Your continued use of the Website following the posting of the revised Terms of Use means that you accept and agree to the changes. You are responsible for regularly reviewing these Terms of Use, as they are binding on you.

No amendment or modification of these Terms of Use will be binding unless posted to the Website by Plus Delta or agreed to in writing and signed by Plus Delta's duly authorized representative. We may terminate these Terms of Use at any time by suspending or terminating access to the Website and/or otherwise notifying you of our decision.

### **Accessing the Website and Account Security**

We reserve the right to withdraw or amend the Website, including the access configuration and any Content we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict user access, including registered user access, to all or part of the Website.

You are responsible for both making all arrangements necessary for you to have access to the Website (including hardware, software, and communication lines required) and ensuring that any person who accesses the Website through your internet connection is aware of these Terms of Use and complies with them.

To access all or part of the Website, you may be provided or be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is accurate, current, and complete. You agree that all information you provide to register with the Website or otherwise provide, including, but not limited to, through the use of any interactive features on the Website, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other access credentials as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to all or part of the Website using your username, password, or other access credentials. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you sign off from your account at the end of each session. You should use caution when accessing your account from a public or shared

computer so that others are not able to view or record your password or other personal information.

Plus Delta will not be liable for any loss that you may incur because of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by Plus Delta or another third party due to someone else using your password or account.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated these Terms of Use.

### **Intellectual Property**

The Website and its entire contents, features, and functionality (including but not limited to all information, materials, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) (“**Content**”) are owned by Plus Delta, our licensors, or other providers of such Content and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Subject to the limited rights expressly granted herein to use the Website and Content pursuant to these Terms of Use, Plus Delta retains all rights, title, and interest in and to the Website and Content, including all intellectual property rights thereof.

Plus Delta hereby grants you a limited license to access and make personal use of the Website solely to evaluate Plus Delta and our products and services and/or for legitimate business purposes relating to your role (or the role of the legal entity with which you are associated as an employee or contractor) as a potential or current Client of Plus Delta. This license does not include any resale or commercial use of the Website or the Content.

Except as may be expressly permitted for specific Content under an applicable Services Agreement, you must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download (other than page caching), store, transmit, or otherwise exploit any of the Website or its Content. You must not use any visual or audio content (illustrations, photographs, video, audio) from this Website separately from its associated text; or remove or alter any copyright, trademark, service mark, or other proprietary notices on materials from this Website.

Any unauthorized use of the Website or Content will terminate the license granted by Plus Delta and your right to use the Website and Content will stop immediately; you must, at our sole discretion, return or destroy any copies of the Content you have made. Any use of the Website not expressly permitted by these Terms of Use (or an applicable Services

Agreement) is a violation of these Terms of Use and may violate copyright, trademark, and other laws.

### **Trademarks**

“Plus Delta Partners,” “Plus Delta,” “AGYL,” and all related names, logos, product and service names, designs, and slogans are trademarks or service marks of Plus Delta. You must not use such marks without the express written consent of Plus Delta. All other names, logos, product and service names, designs, and slogans on the Website are the trademarks or service marks of their respective owners.

### **Prohibited Uses**

You agree to use the Website only for lawful purposes and in accordance with these Terms of Use and any applicable Services Agreement. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards (as defined below).
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate Plus Delta, a Plus Delta representative, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Plus Delta or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other person's use of the Website, including their ability to engage in real time activities through the Website.
- Use any data mining, robot, or similar automatic data gathering and extraction tools, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our express written consent.

- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

### **User Contributions; Content Standards**

The Website may contain interactive features that allow you to post or submit information or material (each, a “**User Contribution**”) on or through the Website. User Contributions include all such information posted or submitted, as well as information emailed or otherwise provided to us, including data, comments, questions, or suggestions.

By providing a User Contribution, you represent and warrant that:

- You own or control all rights in and to the User Contribution and have the right to grant the license granted below to us and our affiliates and service providers, and each of our and their respective licensees, successors, and assigns.
- Your User Contribution does and will comply with these Terms of Use.

Except for any Personal Data you post or submit (as defined in, and which shall be maintained in accordance with, our [Privacy Policy](#)), all User Contributions will be treated as non-confidential and non-proprietary. By providing any User Contribution, you grant Plus Delta and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns a royalty free, transferable, irrevocable, and perpetual license to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such User Contribution for any purpose whatsoever, including, without limitation, development and marketing products using such User Contribution. Please note that this license continues even if you stop using our Website.

You understand and acknowledge that you are responsible for your User Contributions, including accuracy, completeness, legality, reliability, quality, and appropriateness, and that Plus Delta is not responsible for or liable to any third party for any Claims arising from or related to any User Contribution posted by you or any other Website user.

All User Contributions must comply with the following standards (“**Content Standards**”), as well as with all applicable federal, state, local, and international laws and regulations. Without limitation, User Contributions must not:

- Contain any material that is or may be perceived to be deceptive, unlawful, defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, discriminatory, or otherwise objectionable.
- Impersonate any person, misrepresent your identity or affiliation with any person or entity, or otherwise give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.
- Infringe any copyright, trademark, patent, trade secret, and other intellectual property rights of any other person or entity; or
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations.

#### **Monitoring and Enforcement; Termination**

Plus Delta reserves the right to take whatever lawful actions it may deem necessary or appropriate in response to actual or suspected violations of these Terms of Use and our Content Standards, including, without limitation, Plus Delta may in our sole discretion:

- Remove or refuse to post any User Contribution for any or no reason.
- Disclose your identity or other information about you to any third party who claims that a User Contribution posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including, without limitation, referral to law enforcement, for any unlawful or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting a User Contribution. YOU WAIVE AND HOLD HARMLESS PLUS DELTA FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY PLUS DELTA DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review each User Contribution before it is posted on the Website and cannot ensure prompt removal of an objectionable User Contribution after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no

liability or responsibility to anyone for the performance or nonperformance of the activities described in this section.

### **Information About You and Your Visits to the Website**

All information we collect on the Website is subject to our [Privacy Policy](#). By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

### **Copyright Complaints**

We respect the intellectual property rights of others and prohibit users from uploading and posting materials that infringe on another person's intellectual property rights. If you believe that your material has been copied in a way that constitutes copyright infringement, please provide our copyright agent the following written information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed upon; (iii) a description of where the material that you claim is infringing is located on the Website; (iv) your address, telephone number, and e-mail address; (v) a statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Our copyright agent for notice of claims of copyright infringement on the Website can be reached at the following email address: [legal@plusdeltapartners.com](mailto:legal@plusdeltapartners.com).

It is often difficult to determine if your intellectual property rights have been violated or if the Digital Millennium Copyright Act (DMCA) requirements have been met. We may request additional information before we remove any infringing material. If a dispute develops as to the correct owner of the rights in question, we reserve the right to remove or disable access to the allegedly infringing material pending resolution of the matter. We will terminate the accounts of users that we determine are repeat infringers.

Please note that under Section 512(f) of the Copyright Act any person who makes false claims that material or an activity is infringing may be subject to liability for damages.

### **Changes to and Reliance on Content**

You acknowledge that Plus Delta may update the Content on the Website at any time and for any reason without any notice to you; however, Plus Delta has no duty to update the Content. The Content made available on or through the Website is for general information purposes.

The Content may be out of date or may contain inaccuracies or typographical errors from time to time. We do not warrant the accuracy, completeness, or usefulness of the Content. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such Content by you or any other Website visitor.

The Website may provide certain summary descriptions or other helpful information regarding certain products and services offered by Plus Delta. We attempt to be as accurate as possible; however, any such materials are intended to generally describe the products and services and are subject in all respects to the specific terms and conditions of the applicable Services Agreement.

The Website may include materials provided by third parties, including other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the Content provided by Plus Delta are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Plus Delta. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

### **Linking to the Website and Social Media Features**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

The Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the Website.
- Send emails or other communications with certain content, or links to certain content, on the Website.
- Cause limited Website Content 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, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause all or part of the Website 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 the Website that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain Content accessible, must comply in all respects with Plus Delta's Content Standards.

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.

### **Links to Third-Party Sites**

The Website may contain hyperlinks to other sites owned and operated by parties other than Plus Delta ("**Third-Party Sites**"). Such hyperlinks are provided only for convenience and ease of reference. Plus Delta does not control such Third-Party Sites, cannot be held responsible for the content, including its accuracy, completeness, legality, reliability, quality, appropriateness, or any other aspect of such Third-Party Sites; and the presence of a hyperlink to a Third-Party Site does not imply any endorsement by Plus Delta of such Third-Party Site or of any products or services advertised, or other information or materials featured on that Third-Party Site. Nor does it constitute any assurance by Plus Delta that the Third-Party Site has in place security measures to protect information you may submit online. YOU AGREE THAT PLUS DELTA SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGES OR LOSSES CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH THE USE OF OR RELIANCE ON SUCH PRODUCTS OR SERVICES ADVERTISED, OR OTHER INFORMATION OR MATERIALS FEATURED ON OR THROUGH ANY THIRD-PARTY SITES.

If you decide to access any of the Third-Party Sites or resources linked to the Website, you do so entirely at your own risk and subject to the terms of use and privacy policies for such Third-Party Sites, which you should review. Plus Delta is under no obligation to maintain any hyperlink on the Website and may remove a hyperlink at any time in our sole discretion for any reason whatsoever.

### **Geographic Restrictions**

The owner of the Website is based in the State of California in the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

### **Disclaimer of Warranties**

TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY PRODUCTS OR SERVICES OBTAINED THROUGH THE WEBSITE OR YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY THIRD-PARTY SITE.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY PRODUCTS OR SERVICES OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY PRODUCTS OR SERVICES OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER PLUS DELTA NOR ANY PERSON ASSOCIATED WITH PLUS DELTA MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER PLUS DELTA NOR ANYONE ASSOCIATED WITH PLUS DELTA REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY PRODUCTS OR SERVICES OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, PLUS DELTA HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY ANY APPLICABLE LAW, IN NO EVENT WILL PLUS DELTA, OUR LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS, AND OUR AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY THIRD-PARTY SITES, ANY CONTENT ON THE WEBSITE OR SUCH OTHER

THIRD-PARTY SITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. NOTWITHSTANDING THE FOREGOING, THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO DAMAGES FINALLY DETERMINED TO HAVE RESULTED DIRECTLY FROM PLUS DELTA'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR VIOLATION OF LAW. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE IS PREDICATED UPON YOUR WAIVER OF ANY RIGHT TO SUE PLUS DELTA AND OUR AFFILIATES DIRECTLY OR TO PARTICIPATE IN A CLASS ACTION SUIT FOR ANY LOSSES OR DAMAGES RESULTING FROM YOUR USE OF THE WEBSITE.

If you are dissatisfied with all or part of the Website or with any of these Terms of Use, your sole and exclusive remedy is to discontinue use of the Website.

The foregoing does not affect any liability that cannot be excluded or limited under applicable law.

### **Indemnification**

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS PLUS DELTA, OUR AFFILIATES, LICENSORS, AND SERVICE PROVIDERS, AND OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, ACTIONS, LOSS, HARM, DAMAGE, INJURY, COST, EXPENSE, OR FEES (INCLUDING REASONABLE ATTORNEY FEES) (EACH, A “**CLAIM**”) ARISING OUT OF OR RELATING TO (I) ANY USER CONTRIBUTION YOU POST OR SUBMIT, AND (II) YOUR ACTUAL OR ALLEGED VIOLATION OF THESE TERMS OF USE OR YOUR USE OF THE WEBSITE, INCLUDING BUT NOT LIMITED TO, ANY INFRINGEMENT BY YOU OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, FRAUDULENT OR MALICIOUS MISUSE OF THE WEBSITE, OR VIOLATION OF APPLICABLE LAW IN CONNECTION WITH YOUR USE OF THE WEBSITE.

Notwithstanding the foregoing, your obligation to indemnify, defend, and hold harmless under this section shall not apply to the extent that any Claim is finally determined to have been caused by the negligence, gross negligence, or willful misconduct of the Indemnified Parties.

### **Governing Law and Jurisdiction**

All matters relating to the Website and these Terms of Use are governed by and construed and enforced under the laws of the State of California, without giving effect to any choice or conflict of law provision.

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of California, in each case located in the County of San Diego, CA, and you irrevocably submit to the jurisdiction of such courts in any such suit, action, or proceeding. Party although we retain the right to bring any suit, action, or proceeding against you for violation of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Your use of the Website may also be subject to other local, state, national, or international laws.

### **Waiver and Severability**

No waiver by Plus Delta of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Plus Delta to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms of Use will continue in full force and effect.

The section headings are for convenience and do not have any force or effect.

### **Entire Agreement**

Except to the extent a Services Agreement applies, these Terms of Use and our [Privacy Policy](#) constitute the sole and entire agreement between you and Plus Delta regarding access or use of the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

### **Contacting Us**

To contact us with any questions or concerns relating to these Terms of Use or the Website, complete our contact form on the Contact Us page of the Website or write to us at 30 S 15<sup>th</sup> St, Ste. 1550 PMB 338941, Philadelphia, PA 19102.