

# Terms Of Use

Most recent update and effective on: **January 29, 2025.**

**MAKE SURE TO READ THESE TERMS THOROUGHLY. YOU AGREE TO THESE TERMS BY USING THE WEBSITE OF ONFUNDS, OR ITS SERVICES. IN CASE YOU DO NOT AGREE WITH THESE TERMS OF USE, PLEASE REFRAIN FROM ACCESSING THIS WEBSITE.**

Thank you for choosing OnFunds (“**Company**,” “**us**,” “**we**,” or “**our**”). Whether you as an individual or on behalf of an entity (“**you**”) comply with the terms and conditions detailed in this Agreement, by using our services (“**Services**”) or [www.onfunds.pro] (“**Website**”, “**Site**”, or “**Platform**”). We strongly suggest that you review these Terms of Use, as they include key information about your limitations, rights and responsibilities.

By using the Site you are agreeing that you have understood, read and agree to be bound by these Terms of Use. **YOU ARE FORBIDDEN FROM USING THE WEBSITE AND YOU HAVE TO DISENGAGE USE RIGHT AWAY IF YOU DO NOT AGREE WITH ALL OF THESE TERMS.**

Please note that your participation in, or use of some Service may be subject to further terms. You acknowledge that you have understood, read and agreed to be bound by further terms that may apply to the Services by accepting and using such Services. At its sole discretion, OnFunds may change this Agreement at any given time without notice.

## **1.Compliance and Eligibility**

In order to use our services wherever those may be available, you must be a natural person of 18 years or older, acting as a legally authorized representative of a business entity in a jurisdiction where our Services are available. You acknowledge that you meet these eligibility requirements by using our Services and Website.

## **2.Accuracy of Information and Account Registration**

In order to access some features, you may be required to create an account on the Website or other means associated with Us. You agree to provide accurate and up-to-date information when registering, and to keep it current as needed. Please note that you are responsible for protecting your account information and reporting us any unauthorized use.

## **3.Data Usage and Privacy**

This Agreement includes our Privacy Policy, which details how we use, gather and safeguard your information. You consent to our information practices as specified in our Privacy Policy by using the Website.

## **4.Limitation of Liability**

OnFunds and its employees, agents, officers, and directors, affiliates, licensors, service providers, shall not be liable for any damages of any kind arising from or related to your use or inability to use the Site or Services to the fullest extent allowed by law. Including but not

limited to consequential, special, direct, indirect, incidental, or punitive damages, like loss of profits, business interruption, data loss, personal injury, emotional distress, or damage to goodwill, despite or whether such damages arise from breach of the agreement, tort (including negligence), or otherwise, or if those were predictable. This limitation does not affect any liability that cannot be limited or excluded under applicable law. Furthermore, our liability for any claim related to your use of the Services or Site must be limited to the amount you paid, if any, for using or accessing the Site.

## **5. Indemnification**

You accept to defend, indemnify, and hold harmless OnFunds, its employees, affiliates, and agents from and against any damages, losses, claims, liabilities, and expenses arising out of your use of the Website or Services, or your breach of this Agreement.

## **6. Intellectual Property**

Please note that all content and materials provided by OnFunds, including but not limited to images, design, text, software, and trademarks, are the property of OnFunds or its licensors. You agree not to distribute any of this content, or amend, reproduce, or exploit it, without our written permission.

## **7. Termination**

At any time and at our sole discretion, OnFunds reserves the right to terminate or suspend your access to our Services or Site for reasons including, but not limited to, violations of these Terms. Any fees paid to OnFunds or its affiliate partners are non-refundable, and any pending payments will become immediately due, in case of a suspension due to a breach of these Terms. Your account, data, and any related information may be permanently deleted, and you may be restricted from accessing our Services in the future upon termination.

## **8. Electronic Communications**

You consent to receive electronic communications from OnFunds, including SMS, phone calls, emails, and notices posted on our Website by using our Service. You agree that these communications fulfill any legal requirement for written communication. Please refer to our Privacy Policy in case you opt out of some communications .

## **9. General Provisions**

- **Dispute Resolution** - We will try to resolve any disputes arising out of or relating to these Terms through informal discussions first. In accordance with the American Arbitration Association's rules and if a resolution cannot be reached, the dispute will be submitted to binding arbitration in Florida State. Disputes involving intellectual property rights are not subject to arbitration and may be resolved in court.
- **Jurisdiction and Governing Law** - Regardless to its conflict of law principles, these Terms, including the use of the Site and Services, are governed by the laws of the State of Florida. Any disputes arising out of or related to this Agreement, the Services, or Site, shall be managed exclusively within the federal and state courts of the Central District of Florida. Without needing to post a bond, you agree that any breach of this Agreement may cause OnFunds irreparable harm, entitling us to look for immediate legal actions, including temporary and permanent injunctions.

## **10. Contact Information**

Please contact us for questions or concerns about these Terms, at:

OnFunds

390 NE 191st St STE 8533, Miami, FL 33179

Phone: 833 411 1002

Email: [Support@onfunds.pro](mailto:Support@onfunds.pro)