Terms of Use

Firreo Inc. Terms Of Use

Last Updated July 22, 2026

IMPORTANT NOTICE: THESE TERMS OF USE ARE SUBJECT TO BINDING ARBITRATION AGREEMENT AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN SECTION 11.

These Terms of Use (the "Terms" or "Agreement") set forth the terms and conditions pursuant to which Firreo, Inc. ("Firreo" and/or "we") offers individuals and companies (each a "Person") the ability to use (i) [www.Firreo.com] and any other websites, web pages, mobile applications and mobile websites (collectively, the "Site"); and (ii) any of the various services and offerings that Firreo provides via the Site or any other mediums (collectively, the "Services", and sometimes together with the Site collectively, the "Platform").

Please read these Terms before using the Platform. By using the Site or the Services, you hereby represent, warrant, understand, agree to and accept these Terms in their entirety whether or not you register as a user of the Platform ("User").

Section 11 of these Terms contains an Agreement to Arbitrate (as hereinafter defined), which will, with limited exception, require you to submit claims you have against Firreo to binding and final

arbitration, unless you opt out of the Agreement to Arbitrate no later than 30 days after the date you first use the Firreo Site or Services. Unless you opt out: (a) you will only be permitted to pursue claims against Firreo on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding; and (b) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

These Terms include the Firreo Privacy Policy, which is incorporated herein by reference. If you object to anything in these Terms or the Privacy Policy, you are not permitted to access or use the Platform.

These Terms are subject to change by Firreo at any time, subject to Firreo notifying you about any material changes by sending a notice to the email address registered in your Firreo account on the Site ("Account"), or by placing a prominent notice on the Site, so that you can choose whether to continue using the Platform. Material changes will go into effect no less than 30 days after such notification; provided, non-material changes or clarifications will take effect immediately upon posting of the updated Terms on the Site. Any use of the Site and/or Services by you after the effective date of any changes will constitute your irrevocable acceptance of such changes.

1. Services; Limitations; User Responsibilities.

1.1 Platform Basics. Firreo offers a subscription-based Service to help its Users identify and select investments with the goal of building

investment income that can cover their household expenses over time, giving Users greater flexibility in their work and lifestyle choices as that income grows.

1.2 Limitations of our Services. Firreo does not monitor the ongoing performance of recommended investments, and Users are solely responsible for ensuring their investment activity is in compliance with all applicable laws, rules and regulations. Further, we do not have control over the services provided by third parties selling or otherwise delivering recommended investments, or of the integrity, responsibility or actions of such third parties, and make no representations about the suitability, reliability, timeliness, or accuracy of the services provided by any party other than Firreo.

Firreo bases its investment advice on information self-reported by Users. Firreo's services are highly dependent on receiving accurate information from Users, and Firreo does not independently verify the accuracy or completeness of provided information. The quality and accuracy of the Services is dependent upon the accuracy of self-reported information by Users.

All Users hereby expressly agree not to hold Firreo (or Firreo's officers, directors, shareholders, employees, subsidiaries, other affiliates, successors, assignees, agents, representatives, advertisers, marketing partners, licensors, independent contractors, recruiters,

corporate partners or resellers, hereinafter "Affiliates") liable for the actions or inactions of any third party or for any information, instruction, advice or services which originated through the Site and the Services, and, Firreo and its Affiliates expressly disclaims any liability whatsoever for any damage, suits, claims, and/or controversies that have arisen or may arise, whether known or unknown therefrom.

1.3 User Responsibilities. Any information regarding a particular recommended investment set forth on the Site and/or provided via the Services is limited and should not be taken as complete, accurate, up-to-date or conclusive. Users are solely responsible for verifying information provided by Firreo and selecting appropriate investments for themselves.

2. Eligibility to Use the Site and Services. By requesting to use, registering to use and/or using the Site or the Services, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and you commit to abide by all of the terms and conditions hereof, regardless if you become a registered User. You also represent and warrant that you meet the following eligibility criteria:

2.1 You are eighteen (18) years of age or older. If you do not meet the above age requirements, do not use the Site or Services. Firreo will not knowingly collect

any information from individuals under 18 years of age. Should we determine that you do not meet the age requirements for using the Platform, your registration will be terminated immediately.

2.2 The Site and the Services are currently available only to Persons located in the United States.

2.3 You must not be a competitor of Firreo or use the Platform for reasons that are in competition with and/or harmful to Firreo in any way.

2.4 Your registration and use of the Platform is in compliance with all applicable laws and regulations and will not violate any other agreement to which you are a party.

2.5 Users may use the Platform and such User's Account only to obtain the Services on User's own behalf. In accepting Firreo's Services, each User represents and warrants that such User is seeking investment advice for such User's own account for investment purposes.

To obtain an Account you must provide a valid e-mail address, supply a username and password as well any such other additional information as Firreo shall require. It is your responsibility to maintain the confidentiality of your user name and password, and by submitting to the registration process, you agree that:

(i) you are fully responsible for all manners of the use of your user name, password and Account; (ii) you will keep your user name and password confidential and not share it with anyone else; (iii) you will immediately notify Firreo of any unauthorized use of your user name and password or Account; and (iv) Firreo will not be liable for any damage or loss that may arise due to improper use of your user name, password or Account by you or someone else with or without your authorization.

By registering for a Firreo Account, you acknowledge and agree that Firreo is permitted to access, preserve, and disclose your Account information or Content (as defined below) if it is required to do so by law or based upon a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (i) enforce these Terms; (ii) comply with any mandatory requests for information made by a law enforcement agency, internet service provider or other third-party in the course of a legal proceeding; or (iii) protect the rights and/or safety of Firreo, the Site and/or Service, other Users or the public.

3. Rules for User Conduct and Use of Services.

3.1 Posting, and Content Restrictions. The following rules pertain to any communications, images, sounds, videos, and all the material, data, and information that you upload or transmit through the Site or Services, or

that other Users upload or transmit, including, without limitation, any content, messages, photos, audios, videos, reviews or profiles that you publish or display (collectively, "Content"). By posting any Content while using the Platform, you agree, represent and warrant as follows:

(a) You are responsible for providing accurate, current and complete information in connection with your registration for use of the Platform.

(b) You will register your Account in your own legal name.

(c) You are solely responsible for any Content that you post on the Platform, or transmit to other Users of the Platform. You will not post on the Platform, or transmit to other Users, any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, offensive, or illegal material, or any material that infringes or violates another party's rights (including, without limitation, intellectual property rights, and rights of privacy and publicity), or advocate, promote or assist any unlawful act. You will not provide inaccurate, misleading, defamatory or false information to Firreo or to any other User of the Platform. Without limiting the foregoing, you represent and warrant to us that you have the right and authority

to post all Content you post about yourself or others.

(d) You understand and agree that Firreo may, in its sole discretion, review, edit, and delete any Content, in whole or in part, that in the sole judgment of Firreo violates these Terms or which Firreo determines in its sole discretion might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Users of the Platform.

(e) You have the right, and hereby grant, to Firreo, its Affiliates, licensees and successors, an irrevocable, perpetual, non-exclusive, fully paid-up, transferable, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute your Content and to prepare derivative works of, or incorporate into other works, such Content, and to grant and authorize sublicenses of the foregoing. You further represent and warrant that public posting and use of your Content by Firreo will not infringe or violate the rights of any third party.

(f) Your use of the Platform, including, without limitation, Content you post on the Site, must be in accordance with any and all applicable laws and regulations.

(g) Firreo is not responsible for any claims relating to any inaccurate, untimely or incomplete Content provided by Users of the Platform.

(h) You agree that any Content, comments, ideas, messages, questions, suggestions, or other communications you send to us or share with us through any channel (including, without limitation, the Site, email, telephone, surveys, and our social media accounts) shall be and remain the exclusive property of Firreo and we may use all such Content, communications, all without notice to, consent from, or compensation to you or others.

Opinions, advice, statements, offers, or other information or other Content made available on or through the Platform, but not directly by Firreo, are those of their respective authors. Such authors are solely responsible for such Content. Firreo does not: (i) guarantee the accuracy, completeness, or usefulness of any information available on or through the Platform; or (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by any party that appears on or through the Platform. Under no circumstances will Firreo or its Affiliates be responsible for any loss or damage resulting from: (i) your reliance on information or other Content posted on the Platform or

transmitted to or by any User of the Platform; or (ii) reviews or comments made about you on the Platform by other Users.

You agree that Firreo has no obligation to remove any reviews or other Content posted on the Platform about you or any other Person.

Firreo disclaims any liability whatsoever for any misstatements and/or misrepresentations made by any Users of the Platform. Users hereby represent, understand and agree to hold Firreo harmless for any misstatements and/or misrepresentations made by or on behalf of them on the Platform or in any other venue.

3.2 Prohibited Uses. By using the Platform, you agree that you will not under any circumstances:

(a) use the Platform, or any Content and other information contained therein in any way that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive;

(b) use the Platform for any fraudulent or unlawful purpose, for any purpose not expressly intended by Firreo or for the promotion of illegal activities;

(c) harass, abuse or harm another Person or group, or attempt to do so;

(d) use another User’s Firreo Account;

(e) provide false or inaccurate information when registering a Firreo Account, using the Platform or communicating with other Users or other Persons;

(f) attempt to re-register with Firreo if we have previously terminated your Account for any or no reason, or terminate your registration and re-register in order to prevent a review from being associated with your Account;

(g) interfere or attempt to interfere with the proper functioning of the Platform;

(h) make any automated use of the Platform, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;

(i) bypass any robot exclusion headers or other measures we take to restrict access to the Service or use any software, technology, or device to scrape, spider, or crawl the Platform or harvest or manipulate data (whether manually or through automated means);

(j) use the communication systems provided by Firreo or contacts made on Firreo for any commercial solicitation purposes;

(k) publish or link to malicious content intended to damage or disrupt another User's browser or computer;

(l) not to infringe or use, in any manner, Firreo's brand, logos or trademarks, including, without limitation, using the word "Firreo" in any business name, email, URL or otherwise; and

(m) not to recruit or otherwise solicit any User to join third-party services or websites that are competitive to Firreo, or attempt in any manner to circumvent the obligation to pay any Fees related to Firreo's provision of Services or otherwise.

Should Firreo determine that you violated the terms of this Agreement, Firreo reserves the right, at its sole discretion, to take any such actions it deems necessary, including, without limitation, immediately terminating your use of the Site and Services and/or blocking you from accessing the Platform in accordance with Section 4 hereof. By using the Platform, you agree that Firreo may assess, and you will be obligated to pay, $10,000 per each day that you: (i) maintain copyrighted material that you scraped (either directly or

indirectly in a manual or automatic manner) from the Platform; or (ii) otherwise mis-use or mis-appropriate the Services or Platform Content. This obligation shall be in addition to any other rights Firreo may have under these Terms or applicable law.

4. Termination. Firreo reserves the right, in its sole discretion, to immediately terminate your access to all or part of the Platform, to remove your profile and/or any Content posted by or about you from the Site, and/or to terminate your Account, with or without notice for any reason or no reason in its sole discretion. Upon termination, Firreo shall be under no obligation to provide you with a copy of any Content posted by or about you on the Site. Following any termination of any User's use of the Platform, Firreo reserves the right to send a notice thereof to other Users with whom we believe the terminated User has corresponded.

5. Privacy. Firreo uses the User Content provided on the Platform in accordance with our Privacy Policy, which governs Firreo's collection and use of your personal information. For more information, see our full Privacy Policy, the terms of which are incorporated herein by reference.

6. Links to External Sites. Links from the Site to external sites (including external sites that are framed by Firreo) or inclusion of advertisements and other third-party content do

not constitute an endorsement by Firreo of such sites or the content, products, advertising and other materials presented on such sites or of the products and services that are the subject of such third-party content, but are for Users' reference and convenience.

Users access them at their own risk. It is the responsibility of the User to evaluate the content and usefulness of the information obtained from other sites. Firreo does not control such sites, and is not responsible for their content.

Users further acknowledge that use of any site or content controlled, owned or operated by third parties is governed by the terms and conditions of use for those sites, and not by these Terms and the Privacy Policy. Firreo expressly disclaims any liability derived from the use and/or viewing of links that may appear on the Site. All Users hereby agree to hold Firreo harmless from any liability that may result from the use of links that may appear on the Site.

7. Payment Terms. In order to utilize Firreo's Services, the User of such Services must pay Firreo all fees and charges assessed by Firreo for access to such Services (collectively, "Fees"), as set forth on the Site and as may be amended and revised from time to time. The payment of such Fees shall be due and payable at such times as set forth on the Site and shall be made in U.S. Dollars (USD) by ACH electronic funds transfer, credit card, or by other arrangements made available via the Platform and acceptable to Firreo (each a "Payment Method"). The User is

responsible for any and all state or local sales taxes associated with the Services. Firreo generally does not provide partial-period, prorated, or other refunds once a subscription period has commenced, except as required by applicable law or at the sole discretion of the firm under extraordinary circumstances.

A client may cancel their monthly or annual subscription at any time. Upon cancellation, Firreo will not charge the client any further fees; however, the client will continue to have full, uninterrupted access to Firreo's Services for the remainder of the then-current subscription period already paid for. For example, a client on a monthly subscription who cancels partway through the month will continue to have full access for the remainder of that 30-day period; a client on an annual subscription who cancels partway through the year will continue to have full access for the remainder of that 365-day period.

A client on a monthly subscription may switch to an annual subscription at any time. Upon switching, Firreo will charge the $99.00 annual fee, prorated to credit the client for the days remaining in their then-current paid monthly period, calculated at the monthly subscription's daily rate ($12.00 ÷ 30 days). The client will not lose access to the Services at any point during this transition, and the new annual term will begin on the date of the switch. For example, a client who pays the monthly fee on April 1st and switches to the annual plan on April 10th has 20 days remaining in their paid monthly period, resulting in a credit of $8.00 (20 days ×

$0.40/day) and a prorated annual charge of $91.00 on April 10th. The new annual term then runs from April 10th through April 9th of the following year. This example is illustrative only — the exact prorated amount will vary based on the date of the switch.

Clients may not switch from an annual subscription to a monthly subscription during an active annual term. At the conclusion of an annual term, the client will be prompted to choose either the annual or monthly plan going forward.

If you fail to pay any Fees on the date such fees are due, we may: (a) electronically debit your bank account or credit card; (b) withhold Firreo Services until all amounts owed have been paid; and/or (c) cancel a pending or underlying transaction.

8. Release of Liability for Conduct and Disputes. Firreo does not sell securities or other investment vehicles, and the Services rely on the delivery and disclosure of accurate information from third-party sellers.

Firreo may provide Users a customized list of recommended investments. However, if a User purchases any security or other investments from a third party, the subject purchase and sale is solely between the User and the applicable third party; and all parties hereby acknowledge and agree that Firreo is NOT a party to any such agreement.

By using the Platform, you hereby represent, understand, and expressly agree to hold Firreo harmless for any claim or controversy that may arise out of the actions of or relationship between you and any third party seller of securities or other investments. You agree to take reasonable precautions in all interactions with such third parties.

9. Disclaimers; Limitations; Waivers; Indemnification.

9.1 No Warranty. The information and materials contained on the Site, including Content, text, graphics, information, links or other items are provided “as is”, “as available”. Further, opinions, advice, statements, offers, or other information or Content made available through the Platform, but not directly by Firreo are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such Content. **FIRREO DOES NOT: (a) WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THIS INFORMATION, CONTENT AND MATERIALS; (b) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY OTHER THAN FIRREO; (c) WARRANT THAT YOUR USE OF THE PLATFORM WILL BE SECURE, FREE FROM COMPUTER VIRUSES, UNINTERRUPTED, ALWAYS AVAILABLE, ERROR-FREE OR WILL MEET YOUR REQUIREMENTS, OR THAT ANY DEFECTS IN THE SERVICES WILL BE**

CORRECTED; OR (d) GIVE ANY WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, OF FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FIRREO EXPRESSLY EXCLUDES ALL CONDITIONS, REPRESENTATIONS, WARRANTIES AND OTHER TERMS, INCLUDING, WITHOUT LIMITATION, ANY ALL CONDITIONS, REPRESENTATIONS, WARRANTIES AND OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED BY STATUTE, COMMON LAW OR THE LAW OF EQUITY AND DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN CONTENT, INFORMATION, MATERIALS, THE SITE AND/OR THE SERVICES.

IN ADDITION, AND WITHOUT LIMITING THE FOREGOING, FIRREO MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED REGARDING THE SUITABILITY OF FIRREO'S SERVICES FOR ANY USER.

9.2 Assumption of Risk. You assume all risk when using the Site and the Services, including, without limitation, all of the risks associated with any online or offline interactions with Users of the Site or the Services.

9.3 Limitation of Liability.

(a) Incidental Damages and Aggregate Liability. In no event will Firreo be liable for any indirect, special, incidental, or consequential damages, losses or expenses arising out of or relating to the use or inability to use the Site or Services, including, without limitation, damages related to any information received from the Platform, removal of Content from the Site, including profile information, any email distributed to any User or any linked web site or use thereof or inability to use by any party, or in connection with any termination of your subscription or ability to access the Platform, failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if Firreo, or representatives thereof, are advised of the possibility of such damages, losses or expenses. UNDER NO CIRCUMSTANCES WILL FIRREO'S AGGREGATE LIABILITY, IN ANY FORM OF ACTION WHATSOEVER IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE PLATFORM, EXCEED THE FEES PAID BY YOU TO FIRREO IN THE SIX MONTH PERIOD PRIOR TO ANY SUCH UNDERLYING INCIDENT, OR, IN THE EVENT YOU HAVE NOT PAID FEES TO FIRREO DURING SUCH TIME PERIOD, AN AMOUNT EQUAL TO A MAXIMUM OF $59.94.

(b) No Liability for non-Firreo Actions. IN NO EVENT WILL FIRREO BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, AND/OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE PLATFORM OR ANY AGREEMENT OR RELATIONSHIP FORMED USING THE PLATFORM, INCLUDING, WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM ANYONE'S RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE SITE, OR TRANSMITTED TO OR BY ANY USERS OR ANY OTHER INTERACTIONS WITH OTHER USERS OF THE PLATFORM, WHETHER ONLINE OR OFFLINE. THIS INCLUDES ANY CLAIMS, LOSSES OR DAMAGES ARISING FROM THE CONDUCT OF USERS WHO HAVE REGISTERED UNDER FALSE PRETENSES OR WHO ATTEMPT TO DEFRAUD OR HARM YOU.

In addition to the preceding paragraphs of this section and other provisions of these Terms, any advice that may be posted on the Site is for financial purposes only and is not intended to provide legal advice. Firreo makes no

representations or warranties and expressly disclaims any and all liability concerning the performance of any particular investment recommended pursuant to the Services.

9.4 Indemnification. By agreeing to these Terms, Users of the Platform agree to indemnify, defend and hold harmless Firreo and its Affiliates from and against any and all claims, losses, expenses or demands of liability, including, without limitation, reasonable attorneys' fees and costs incurred by Firreo and its Affiliates in connection with any claim by a third party (including an intellectual property claim) arising out of (i) materials and Content you submit, post or transmit through the Site; (ii) use of the Platform by you in violation of these Terms or in violation of any applicable law; or (iii) any relationship or agreement formed with a third party pursuant to or facilitated by the Services. Users further agree that they will cooperate as reasonably required in the defense of such claims. Firreo and its Affiliates reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by Users, and Users shall not, in any event, settle any claim or matter without the written consent of Firreo. Users further agree to hold harmless Firreo and its Affiliates from any claim arising from a third party's use of information, materials or other Content of any kind that Users post to the Site.

10. Notice.

Any notice required to be given hereunder shall be made in writing and shall be given by personal delivery, overnight delivery, or certified or registered mail, postage prepaid, return receipt requested, at the addresses specified below, or at such other addresses as may be specified in writing by the parties hereto:

Firreo Inc. c/o Harvard Business Services (registered agent for Firreo Inc.)
16192 Coastal Highway
Lewes, DE 19958
Email: info@firreo.com

With a copy to:
Lippes Mathias LLP
10151 Deerwood Park Boulevard
Building 300, Suite 300
Jacksonville, Florida 32256
Attention: Christopher A. Walker
Email: cwalker@lippes.com

11. Arbitration.

11.1 Agreement to Arbitrate. Unless you opt-out in accordance with the opt-out procedures set forth in Section 11.6 below, you agree that all claims relating to or arising out of these Terms or the breach thereof, whether sounding in contract, tort, or otherwise that have arisen or may arise between you and Firreo and/or a Firreo Affiliate, whether relating to these Terms

(including any alleged breach thereof), the Services, the Site, or otherwise, shall be resolved exclusively through **final and binding arbitration, rather than a court,** in accordance with the terms of this Section 11, except you may assert individual claims in small claims court, if your claims qualify. Your rights will be determined by a **neutral arbitrator, not a judge or jury**. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. This Section 11 is referred to in these Terms as the "Arbitration Agreement".

11.2 Pre-Arbitration Dispute Resolution. Firreo is always interested in resolving disputes amicably and efficiently and as such, before you commence arbitration, we suggest that you contact us to explain your complaint, as we may be able to resolve it without the need for arbitration. To do so, please contact us in accordance with Section 10 above.

11.3 Arbitration Procedures. If we cannot resolve a claim informally, any claim either of us asserts will be resolved **only by binding arbitration and not in courts of general jurisdiction**. Arbitration will be conducted by a neutral arbitrator in accordance with the rules of American Arbitration Association that are in effect at the time the arbitration is initiated (collectively the "AAA Rules"), as modified by this Arbitration Agreement. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very

limited reasons.

To commence an arbitration against Firreo, you must write a demand for arbitration that includes a description of the dispute and the amount of damages sought to be recovered.

The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is $10,000 or less, you or Firreo may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and Firreo subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. Attendance at any in-person hearing may be made by telephone by you and/or Firreo, unless the arbitrator requires otherwise.

The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort, or otherwise and all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms, including, without limitation, any claim that all or any part of these Terms are void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in

equity. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of Delaware, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Firreo Users, but is bound by rulings in prior arbitrations involving the same Firreo User to the extent required by applicable law.

11.4 Prohibition of Class and Representative Actions and Non-Individualized Relief. YOU AND FIRREO AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ARBITRATION, ACTION OR PROCEEDING. UNLESS BOTH YOU AND FIRREO EXPRESSLY AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AGAINST THE OTHER PARTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY

IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER FIRREO USERS. If any court or arbitrator determines that the class action waiver set forth in this Section 11.4 is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

11.5 Confidentiality. All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential for the benefit of all parties.

11.6 Opt-Out Procedure. You can choose to reject this Arbitration Agreement by mailing us a written opt-out notice ("Opt-Out Notice") in accordance with the terms of this Section 11.6, which the Opt-Out Notice must be postmarked no later than 30 days after the date you use our Site or Services for the first time and delivered in accordance with Section 10 above. The Opt-Out Notice must state that you do not agree to the Arbitration Agreement and must include your name, address, phone number, and the email address(es) used to log in to the Firreo Account(s) to which the opt-out applies. You must sign the Opt-Out Notice for it

to be effective. This procedure is the only way you can opt out of the Arbitration Agreement. If you opt out of the Arbitration Agreement, Firreo will likewise not be bound by these arbitration provisions; provided all other terms of these Terms will continue to apply. Opting out of the Arbitration Agreement has no effect on any previous, other, or future arbitration agreements that you may have with us.

11.7 Future Changes to this Arbitration Agreement. Notwithstanding any provision in these Terms to the contrary, you and we agree that if we make any change to this Arbitration Agreement (other than a change to any notice address or website link provided herein) in the future, such change shall not be effective until at least 60 days from the date of posting, and shall not apply to any claim that was filed in a legal proceeding against Firreo prior to the effective date of the change. Moreover, if we seek to terminate this Arbitration Agreement from these Terms, such termination shall not be effective until 30 days after the version of these Terms not containing the Arbitration Agreement is posted to the Site, and shall not be effective as to any claim that was filed in a legal proceeding against Firreo prior to the effective date of removal.

12. Governing Law and Jurisdiction. These Terms, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort, or otherwise, shall be governed by the laws of the State of

Delaware, including Delaware's statutes of limitations governing your claim, without giving effect to its principles of conflicts of law, provided that the Federal Arbitration Act shall govern the interpretation and enforcement of Section 11, the Arbitration Agreement.

Unless you and we agree otherwise, in the event that the Arbitration Agreement is found not to apply to you or to a particular claim or dispute (except for small-claims court actions), either as a result of your decision to opt-out of the Arbitration Agreement or as a result of a decision by the arbitrator or a court order, you agree that any claim or dispute that has arisen or may arise between you and Firreo must be resolved exclusively by a state or federal court located in the State of Florida in the County of Duval. You and Firreo agree to submit to the personal jurisdiction of the courts located within the State of Florida in the County of Duval for the purpose of litigating all such claims or disputes.

13. Consent to Electronic Communication. By using the Site or Services, you agree to allow Firreo to communicate with you electronically, and you consent to electronic delivery of notices, documents, or products from Firreo via the Site, mobile application, online messaging platform, or e-mail. You also agree to check your Account, alerts, and messages, and the e-mail account associated with your Account, on a reasonably regular basis to stay apprised of important notices and information about your Account.

14. Miscellaneous. (a) You agree that these Terms and the Privacy Policy, all of which are incorporated by reference, constitute the entire, complete and exclusive agreement between you and Firreo regarding the Site and/or the Services and supersede all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of these Terms and the Privacy Policy. (b) Our failure to act with respect to a breach of these Terms by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches. Except as expressly and specifically contemplated by these Terms, no representations, statements, consents, waivers or other acts or omissions by Firreo shall be deemed legally binding unless documented in a physical writing hand signed by a duly appointed officer of Firreo. No joint venture, partnership, employment of agency relationship exists between you and Firreo as a result of these Terms or use of the Site and/or Services. (c) You may not assign or delegate any rights or obligations under these Terms. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under these Terms, fully or partially without notice to you. (d) If a court decides that any term or provision of these Terms other than Section 11.5 is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and these Terms shall be enforceable as so modified. If a court decides that any of the

provisions of Section 11.5 are invalid or unenforceable, then the entirety of Section 11 shall be null and void. The remainder of the Terms will continue to apply.