



## ODYSSEY PERSONAL FINANCIAL ADVISORS WEBSITE TERMS OF USE

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We are dedicated to providing people ("Clients" or "you") the peace-of-mind they deserve by helping them achieve a financial harmony where every aspect of their financial well-being is in perfect alignment with their life and goals. This website (the "Site") and the various related content, services, applications, and website (collectively, the "Site") are provided, operated, and made available to you and other Clients (collectively, "Users") by the Company in furtherance of service to our Clients.

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- c. YOU HAVE READ, UNDERSTAND, AND AGREE THAT YOU (AND YOUR ORGANIZATION) AND EACH USER SHALL BE BOUND BY THESE TERMS AND THE PRIVACY POLICIES OF THE COMPANY AND ITS ADVISORS (COLLECTIVELY, THE "PRIVACY POLICIES") AND ALL MODIFICATIONS AND ADDITIONS PROVIDED.

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- c. YOU WILL COMPLY WITH THESE TERMS AND ALL APPLICABLE LOCAL, STATE, NATIONAL, AND INTERNATIONAL LAWS, RULES, AND REGULATIONS; AND
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## **REGISTRATION**

To access certain features of the Site, we may ask you to provide certain demographic information including your gender, year of birth, zip code and country. In addition, if you elect to sign-up for a particular feature of the Site, such as chat rooms, web logs, or bulletin boards, you may also be asked to register with us on the form provided and such registration may require you to provide personally identifiable information such as your name and email address. You agree to provide true, accurate, current and complete information about yourself as prompted by the Site's registration form. If we have reasonable grounds to suspect that such information is untrue, inaccurate, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof). Our use of any personally identifiable information you provide to us as part of the registration process is governed by the terms of our Privacy Policy.

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To use certain features of the Site, you will need a username and password, which you will receive through the Site's registration process. You are responsible for maintaining the confidentiality of the password and account and are responsible for all activities (whether by you or by others) that occur under your password or account. You agree to notify us immediately of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to protect your password or account information.

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## **WAIVER**

The failure of the COMPANY to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. Any waiver of these Terms by the COMPANY must be in writing and signed by an authorized representative of the COMPANY.

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## **ARBITRATION**

Any dispute, controversy or claim arising out of or related in any manner to these Terms which cannot be amicably resolved by the parties shall be solely and finally settled by arbitration administered by the Financial Industry Regulatory Authority ("FINRA") or the American Arbitration Association ("AAA"). Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place in Atlanta, Georgia. The decision of the arbitrators shall be binding on the parties. The arbitrator shall be empowered to award money damages, subject to the limitations set forth herein, but shall not be empowered to award direct, indirect, incidental, special or consequential damages or specific performance. Each party shall bear its own costs relating to the arbitration proceedings irrespective of its outcome. This section provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to these Terms. Notwithstanding the foregoing, any action seeking injunctive relief shall be submitted to the courts and shall not be subject to this provision.

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