

LEGAL

- **Disclosure**

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- **Security of funds**

As a Deaglo client, we want you to feel completely confident in the research and due diligence we have done on your behalf when entering into an agreement with your new provider. We have been offering clients safe and secure ways to manage global payments with providers that have been in business for over 40 years. Rest assured, we and all of our providers use state-of-the-art encryption and security techniques on all internal and online systems.

All of our providers are regulated by law.

As a financial institution, our providers are required by law to conduct business in a manner consistent with the best interests of our clients and in accordance with all national regulations governing foreign exchange companies and money transmitters.

We are dedicated to operating in a safe and sound manner, with the highest legal and ethical standards. To ensure client safety, we ensure our providers are held to the strictest standards of compliance with the regulations in the jurisdictions in which they operate.

United States - Our providers are subject to the Bank Secrecy Act as amended by the USA Patriot Act. They are registered with FinCEN and regulated by the IRS, in addition to being licensed and regulated by several state banking commissions in the US, including the New York State Banking Department and California Department of Financial Institutions, two of the most stringent regulators in our industry. They post multi-million dollar bonds as a sign of their financial security.

Our Payment and Foreign Currency Exchange Services to customers based in the United States (USA) are provided by Associated Foreign Exchange, Inc "AFEX". Associated Foreign Exchange, Inc. ("AFEX") is licensed and regulated as a Money Transmitter by the following Regulatory State Agencies. AFEX is also registered as a Money Services Business (MSB) with the Financial Crimes Enforcement Network (FinCEN), a bureau of the United States Department of the Treasury (Document Control Number: 20113470000126)

UK - Our providers are authorized by the Financial Conduct Authority (FCA) under the Payment Service Provisions 2017 for the provision of payment services, and a registered Money Services Business (MSB) with HM

Revenue & Customs. Our providers are authorized and regulated by FCA to advise on and execute trades in FX Options.

Switzerland - Our providers are regulated by the self-regulation organization VQF. The VQF holds the function of an officially FINMA-recognized self-regulated organization (SRO) pursuant to the Anti-Money Laundering Act (AMLA).

Australia - Our providers are licensed and regulated by ASIC and AUSTRAC.

EU - We ensure that our providers comply with the EU and all the individual local regulations, including the European Markets in Financial Instruments Directive (MiFID).

Our provider's regulatory obligations require them to segregate clients' funds, as part of safeguarding arrangements in the unlikely event of liquidation.

We work with the most respected institutional banks in the world

Our providers maintain bank accounts with some of the most respected institutional banks in the world, including Deutsche Bank, Bank of America, and Banco Santander, where customers deposit and settle payments. We take security very seriously and conduct business in a manner consistent with the best interests of our clients and our partners.

Acceptable Use Policy

Introduction: Your use of the Service is subject to this Acceptable Use Policy. Deaglo Inc. reserves the right to terminate your account and cease all service if you are found to be in violation of this policy. We may change these policies at any time. It is your responsibility to keep up-to-date with and adhere to them. All capitalized terms used herein have the meanings stated in the Terms unless stated otherwise.

- **Prohibited Content**

The Content displayed and/or processed through your Application or other website utilizing the Service shall not contain any of the following types of content:

1. **Infringement:** Content that infringes a third party's rights (e.g., copyright) according to applicable law.
2. **Legal Compliance:** Content that violates the securities, money laundering, banking, or any related laws or regulations of any country or territories in which the Content is directed or countries or territories in which you have knowledge or should have knowledge where such Content has been or is being accessed.
3. **Inappropriate Content:** Excessively profane content, hate-related or violent content, content advocating racial or ethnic intolerance.
4. **Illegal Activity:** Content intended to advocate or advance computer hacking or cracking, other illegal activity, including without limitation illegal export of controlled substances or illegal software, drug paraphernalia, phishing, malicious content, or other material, products, or services that violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third-party rights.

- **Prohibited Actions**

Customer agrees not to, and not to allow third parties (including End Users) to use the Service:

1. **Rights Violation:** To violate, or encourage the violation of, the legal rights of others, such as allowing End Users to infringe or misappropriate the intellectual property rights of others in violation of the Digital Millennium Copyright Act.
2. **Illegal Activities:** To engage in, promote, or encourage illegal activity or activity that violates the regulations of any country or territory, including securities, money laundering, banking, or any related laws or regulations.
3. **Fraudulent Activity:** For any unlawful, invasive, infringing, defamatory, or fraudulent purpose, including but not limited to phishing, creating a pyramid scheme, or mirroring a website.

4. **Malicious Actions:** To intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature.
5. **Service Interference:** To interfere with the use of the Services, or the equipment used to provide the Service, by customers, authorized resellers, or other authorized users. This includes disabling, interfering with, or circumventing any aspect of the Service.
6. **Spam:** To generate, distribute, publish, or facilitate unsolicited mass email, promotions, advertising, or other solicitations ("spam").
7. **Automated Scripts:** To execute automated or timed data collection or processing scripts.

User Responsibilities: Users are responsible for all activities conducted under their account, including compliance with this Acceptable Use Policy.

Reporting Violations: We encourage users to report violations of this policy by themselves or others. Please follow our reporting guidelines for prompt attention to such matters.

Enforcement: Violations of this policy may result in warnings, suspension, or termination of accounts, depending on the severity and repetition of violations. We will enforce this policy fairly and consistently.

Law Enforcement Cooperation: We may cooperate with law enforcement agencies as required by applicable laws and regulations.

User Education: Understanding this policy is crucial. We provide resources and guides to help users use our service responsibly.

Periodic Review: This policy may be reviewed and updated periodically. Continued use of the service constitutes acceptance of any changes.

Thank you for your cooperation in maintaining a safe and compliant environment while using our service.

If you have any questions about this policy, please email info@deaglo.com

Last Updated: October 2nd, 2023

Terms of Service

1. Your Agreement with Deaglo Inc

1. This Agreement (this "Agreement") contains the terms and conditions that govern your access to and use of the Deaglo Inc Services (as defined below) and is an agreement between Deaglo Inc ("we," "us," or "our") and you or the entity you represent ("you"). This Agreement takes effect when you click an "I Accept" button, or check box presented with these terms or when you use any of the Deaglo Inc. Services (the "Effective Date").
2. You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity.
3. You will be deemed to have taken any action that you permit, assist, or facilitate any person or entity to take related to this Agreement, Your Content, or use of the Deaglo Inc. Services. You are responsible for the End Users' use of Your Content and the Deaglo Inc. services. You will ensure that all End Users comply with your obligations under this Agreement and that the terms of your agreement with each End User are consistent with this Agreement. If you become aware of any violation of your obligations under this Agreement by an End User. You will immediately terminate such End User's access to Your Content and the Deaglo Inc. Services. You are responsible for providing customer service (if any) to End Users. Unless otherwise agreed in writing, we do not provide any support or services to End Users unless we have a separate agreement with you or an End User obligating us to provide support or services.
4. You may not use the Deaglo Inc Services if you are a person barred from receiving or using the Deaglo Inc Services under the laws of the United States or any other country, including the country in which you are resident or from which you use the Deaglo Inc Services. You may not

use the Deaglo Inc. Services with the intention of facilitating the use of the Deaglo Inc. Services for any other person, including an End User, who is similarly barred.

5. You agree that your purchases of Deaglo Inc. Services are not contingent on the delivery of any future functionality or features or dependent on any oral or written public comments made by Deaglo Inc. or any of its affiliates regarding future functionality or features.

2. **Your Account and Use of the Deaglo Inc. Services**

1. You must provide accurate and complete information any time you register to use, log on to use, connect with, or use the Deaglo Inc. Services. If your circumstances change or the circumstances of any End User change and your or their use of the Deaglo Inc. Services do not conform to or violate this Agreement, you must immediately inform Deaglo Inc in writing. You are responsible for the security of your passwords and for any use of your account. If you become aware of any unauthorized use of your password or of your account, you agree to notify Deaglo Inc. immediately. You are responsible for all activities that occur under your account, regardless of whether the activities are undertaken by you, your employees, or a third party (including your contractors or agents) and, except to the extent caused by our breach of this Agreement, we and our affiliates are not responsible for unauthorized access to your account.
2. Your use of the Deaglo Inc. Services and the use by any End User must comply with all applicable laws, regulations, and ordinances, including any laws regarding the export of data or software, securities laws, and money laundering laws of any country or territory.
3. You agree not to (a) access (or attempt to access) the administrative interface of the Deaglo Inc Services by any means other than through the interface that is provided by Deaglo Inc in connection with the Deaglo Inc Services, unless you have been specifically allowed to do so in a separate agreement with Deaglo Inc, or (b) engage in any activity that interferes with or disrupts the Deaglo Inc Services (or the servers and networks which are connected to the Service).
4. You may use the Deaglo Inc. Services only to develop and/or run Applications in accordance with this Agreement. You may not access the Deaglo Inc. Services for the purpose of bringing an intellectual property infringement claim against Deaglo Inc. or for the purpose of creating a product or service competitive with the Deaglo Inc. Services.
5. Third Party Content, such as software applications provided by third parties, may be made available directly to you by other companies or individuals under separate terms and conditions, including separate fees and charges. Because we may not have tested or screened the Third Party Content, your use of any Third Party Content is at your sole risk.

3. **Acceptable Use, Data Privacy, and Data Security**

1. You agree to comply with the Deaglo Inc [Acceptable Use Policy](#) (the "Acceptable Use Policy") which is incorporated herein by this reference and which may be updated from time to time.
2. The Deaglo Inc. Services shall be subject to the privacy policy available at www.Deaglo.com/about/privacy-policy and you agree to the use of your data in accordance with Deaglo Inc.'s Privacy Policies.
3. You agree that you will protect the privacy and legal rights of the End Users. You must provide legally adequate privacy notice and protection for End Users. If End Users provide you with user names, passwords, or other login information or personal information, you must make the End Users aware that the information will be available to your Application and to Deaglo Inc.
4. You agree to comply and ensure that your End Users comply with any relevant data protection laws or regulations. Deaglo Inc. is under no obligation to ensure that your use or the use by any End User is in compliance with such laws or regulations.
5. If you are subject to restrictions or requirements where your data or the data of End Users must be stored or transferred (or not stored or not transferred), you may contact us in writing in order to identify the relevant regions or countries. Otherwise, if no separate agreement is

reached, you consent to the storage and transfer of Your Content in accordance with our policies and procedures.

4. Fees for Use of the Deaglo Inc. Services

1. Activation of or further engagement with the Deaglo Inc. Services may require you to pay certain fees or other amounts to Deaglo Inc. Such a transaction may be completed by executing and delivering to Deaglo Inc. an order form (the form of which will be provided by Deaglo Inc., the "Order Form"). The Order Form shall be subject to the terms of this Agreement. Pricing for the Deaglo Inc Services is available upon request.
2. For all purchased resources and services, we will charge on a monthly basis or at the interval indicated in Deaglo Inc fees and payment policies, if different. Late payments may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less).
3. Charges are exclusive of taxes. You are responsible for paying all taxes and government charges, and all reasonable expenses and attorney's fees Deaglo Inc incurs collecting late amounts. To the fullest extent permitted by law, you waive all claims relating to charges unless claimed within 60 days after the charge (this does not affect your credit card issuer rights).
4. Charges are solely based on Deaglo Inc's measurements of your use of the Deaglo Inc Services, unless otherwise agreed to in writing. To the fullest extent permitted by law, refunds (if any) are at the discretion of Deaglo Inc and only in the form of credit for the Deaglo Inc Services. Nothing in this Agreement obligates Deaglo Inc to extend credit to any party. You acknowledge and agree that any credit card and related billing and payment information that you provide to Deaglo Inc may be shared by Deaglo Inc with companies who work on Deaglo Inc's behalf, such as payment processors and/or credit agencies, solely for the purposes of checking credit, effecting payment to Deaglo Inc and servicing your account. Deaglo Inc may change its fees and payment policies for the Deaglo Inc Services by notifying you at least fifteen (15) days before the beginning of the billing cycle in which such change will take effect. Changes to the fees or payment policies will be posted on the website (or such other URL Deaglo Inc may provide from time to time). Any outstanding balance becomes immediately due and payable upon termination of this Agreement for any reason.
5. We will charge you, and you have an obligation to reimburse us for any costs or expenses incurred or payable by us in relation to the provision of the Deaglo Inc Services to you that result from status, obligations, duties and requirements as a regulated entity, if applicable.
6. You may not develop multiple Applications to simulate or act as a single Application or otherwise access the Deaglo Inc Services in a manner intended to avoid incurring fees.

5. Content on the Deaglo Inc Services, Use of the Deaglo Inc Services and Take Down Obligations

1. You may not use the Deaglo Inc Services to perform any activity (a) which is in violation of any applicable laws, including the securities laws or regulations or money laundering laws or regulations of any country or territory (b) which is may be regarded as unlawful, harassing, obscene, infringes another's privacy, or otherwise objectionable (c) which infringes the rights of third parties or (d) which is in violation of this Agreement or of the Acceptable Use Policy. Without derogating from the generality of the above, you may not use the Deaglo Inc Services for any Application which was independently developed which is in violation of any applicable laws or regulations, or any third parties' rights. In addition, the purpose and use of your Application must be in accordance with any applicable laws, including securities laws, money laundering laws, consumer protection laws and anti-spam laws.
2. Deaglo Inc reserves the right (but shall have no obligation) to remove any or all of Your Content from the Deaglo Inc Services. You agree to immediately take down Your Content that violates the Acceptable Use Policy, including pursuant to a takedown request from Deaglo Inc. In the event that you elect not to comply with a request from Deaglo Inc to take down certain Content, Deaglo Inc reserves the right to discontinue access to the Deaglo Inc Services or to disable Applications.

3. In the event that you become aware of any violation of the Acceptable Use Policy or any law or regulation by an End User of Applications, you shall immediately notify Deaglo Inc in writing and terminate such End User's account on your Application. Deaglo Inc reserves the right to discontinue access to the Deaglo Inc Services or to disable Applications in response to a violation or suspected violation of the Acceptable Use Policy or any law or regulation.
4. You agree that you are solely responsible for (and that Deaglo Inc has no responsibility to you or to any third party for) the Application or Your Content that you create, transmit or display while using the Deaglo Inc Services and for the consequences of your actions (including any loss or damage which Deaglo Inc may suffer) by doing so.
5. You are solely responsible for the development, content, operation, maintenance, and use of Your Content. For example, you are solely responsible for:
 1. the technical operation of Your Content, including ensuring that calls you make to any Deaglo Inc Service or API are compatible with then-current APIs for that Deaglo Inc Service;
 2. compliance of Your Content with the Acceptable Use Policy, the other Policies, and the law;
 3. any claims relating to Your Content; and
 4. properly handling and processing notices sent to you (or any of your affiliates) by any person claiming that Your Content violate such person's rights.
6. You are responsible for properly configuring and using the Deaglo Inc Services and taking your own steps to maintain appropriate security, protection and backup of Your Content, which may include the use of encryption technology to protect Your Content from unauthorized access and routine archiving Your Content. Any log-in credentials and private keys generated by or for use in relation to the Deaglo Inc Services are for your internal use only and you may not sell, transfer or sublicense them to any other entity or person, except that you may disclose your private key to your agents and subcontractors performing work on your behalf.
7. Outside of Deaglo's pending registration with the CFTC and the NFA Deaglo Inc is not, and does not intend to become and does not intend to provide any services that would require it to become registered as a broker-dealer with the U.S. Securities Exchange Commission or an entity that is authorised or registered by the Prudential Regulatory Authority or Financial Conduct Authority in the United Kingdom, or any other such authority in any other country or territory.
8. You shall provide to Deaglo Inc (or to any third party as directed by Deaglo Inc) such information and assistance as is reasonably required (in the sole discretion of Deaglo Inc) resulting from or relating to, if relevant, your status as a regulated entity, your engagement with End Users that are regulated entities or otherwise resulting from or related to your or there engagement in regulated services and activities in any jurisdiction.
9. You must obtain all necessary licenses and authorisations prior to using the Deaglo Inc Services and maintain such licenses and authorisations at all times while you are using the Deaglo Inc Services. You are also responsible for ensuring that any End User has or maintains any necessary licenses and authorisations. When you choose a sub-domain or URL for your Application, you undertake that the use of such URL shall be in accordance with applicable laws, and shall not be in violation of third parties' rights (including trademark rights). If you become aware of any Application which uses the Deaglo Inc Services which does not comply with the above requirements, you must contact us immediately at info@deaglo.com and advise us accordingly. In addition, while using the Deaglo Inc Services, you may not use any automatic means (including "spiders", "robots", etc.) in order to "scan" the Deaglo Inc Services and retrieve any information appearing therein, except if such conduct is intended solely for the purpose of presenting such information in search engine results.
10. In the event that you have been notified by any regulatory or administrative authority or court that a license held by you or any End User or other regulatory or administrative authority are under review, or that you or such End User has been sanctioned or reprimanded for any

reason by a court or regulatory or administrative authority, you shall immediately notify Deaglo Inc in writing.

11. Deaglo Inc may suspend access to the Deaglo Inc Services by you or any End User, until further notice, in the event that:
 1. your or any End User's use of or registration for the Deaglo Inc Services (i) poses a security risk to the Deaglo Inc Services or any third party, (ii) may adversely impact the Deaglo Inc Services or the systems or Content of any other Deaglo Inc customer, (iii) may subject us, our affiliates, or any third party to liability, or (iv) may be fraudulent;
 2. you or any End User is in breach of this Agreement, including if you are delinquent on your payment obligations for more than 15 days;
 3. you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding;
 4. you or any End User is subject to an investigation, reprimand or sanction by a regulatory or legal authority or is otherwise cited for misconduct by such authority;
 5. we have received notice from a competent court, regulatory or legal authority that it should or must do so.
12. Our right to suspend your or any End User's right to access or use the Deaglo Inc Services is in addition to our right to terminate this Agreement as set out herein. If we suspend your right to access or use any portion or all of the Deaglo Inc Services:
 1. you remain responsible for all fees and charges you have incurred through the date of suspension;
 2. you remain responsible for any applicable fees and charges for any Deaglo Inc Services to which you continue to have access, as well as applicable data storage fees and charges, and fees and charges for in-process tasks completed after the date of suspension;
 3. you will not be entitled to any service credits under the Service Level Agreements, if any, for any period of suspension; and
 4. we will not erase any of Your Content as a result of your suspension, except as specified elsewhere in this Agreement.

6. Proprietary Rights

1. You acknowledge and agree that Deaglo Inc (or Deaglo Inc's licensors) own all legal right, title and interest in and to the Deaglo Inc Services, including any intellectual property rights which subsist in the Deaglo Inc Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist).
2. Except as provided in this Agreement, Deaglo Inc acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under this Agreement in or to Your Content. Unless you have agreed otherwise in writing with Deaglo Inc, you agree that you are responsible for protecting and enforcing those rights and that Deaglo Inc has no obligation to do so on your behalf.
3. You represent and warrant to us that: (a) you or your licensors (including End Users, if applicable) own all right, title, and interest in and to Your Content; (b) you have all rights in Your Content necessary to grant the rights contemplated by this Agreement; and (c) none of Your Content, or End Users' use of Your Content or the Deaglo Inc Services will violate the Acceptable Use Policy.

7. License from Deaglo Inc and Restrictions

1. As between you and us, we or our affiliates or licensors own and reserve all right, title, and interest in and to the Deaglo Inc Services. We grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to do the following during the Term: (i) access and use the Deaglo Inc Services solely in accordance with this Agreement; and (ii) copy and use the Deaglo Inc Content solely in connection with your permitted use of the Services. Except as

provided in this section, you obtain no rights under this Agreement from us or our licensors to the Deaglo Inc Services, including any related intellectual property rights. If any Deaglo Inc Content is provided to you under a separate license and in the event of a conflict between this Agreement and any separate license, the separate license will prevail with respect to that Deaglo Inc Content.

2. Neither you nor any End User may use the Deaglo Inc Services in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any End User may, or may attempt to, (a) modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the Deaglo Inc Services (except to the extent software included in the Deaglo Inc Services are provided to you under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble, or decompile the Deaglo Inc Services or apply any other process or procedure to derive the source code of any software included in the Deaglo Inc Services, (c) access or use the Deaglo Inc Services in a way intended to avoid incurring fees or exceeding usage limits or quotas, (d) resell or sublicense the Deaglo Inc Services, or (e) in any way that may subject the Deaglo Inc Services to any obligations under any open source software license, including, without limitation any license which imposes any obligation or restriction with respect to Deaglo Inc's patent or other intellectual property rights in the Deaglo Inc Services. All licenses granted to you in this Agreement are conditional on your continued compliance with this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. During and after the Term, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Deaglo Inc Services you have used. You may only use any Deaglo Inc trademarks, service marks, logos, domain names and other distinctive brand features with the written approval of Deaglo Inc.
 3. Open source software licenses for components of the Deaglo Inc Services released under an open source license constitute separate written agreements. To the limited extent that the open source software licenses expressly supersede these Terms, the open source licenses govern your agreement with Deaglo Inc for the use of the components of the Deaglo Inc Services released under an open source license.
 4. If you provide any suggestions, recommendations or ideas as to how we might improve the Deaglo Inc Services to us or our affiliates, we will own all right, title, and interest in and to the suggestions, recommendations or ideas, even if you have designated them as confidential. We and our affiliates will be entitled to use the suggestions, recommendations or ideas without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the suggestions, recommendations or ideas and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the suggestions, recommendations or ideas.
- 8. License from You**
1. As between you and us, you or your licensors own all right, title, and interest in and to Your Content. Except as otherwise provided herein, we obtain no rights under this Agreement from you or your licensors to Your Content, including any related intellectual property rights. You consent to our use of Your Content to provide the Deaglo Inc Services to you and any End Users.
 2. You agree that Deaglo Inc, in its sole discretion, may use your trade names, trademarks, service marks, logos, domain names and other distinctive brand features in presentations, marketing materials, customer lists, financial reports and Web site listings (including links to your website) for the purpose of advertising or publicizing your use of the Deaglo Inc Services.

9. Modification of the Deaglo Inc Services

1. Deaglo Inc is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Deaglo Inc Services may change from time to time without prior notice to you, subject to the terms of this Agreement. We may change, discontinue, or deprecate any of the Deaglo Inc Services or change or remove features or functionality of the Deaglo Inc Services from time to time. We will notify you of any material change to or discontinuation of the Deaglo Inc Services. Changes to the form and nature of the Deaglo Inc Services will be effective with respect to all versions of the Deaglo Inc Services. Examples of changes to the form and nature of the Deaglo Inc Services include without limitation changes to fee and payment policies, security patches, added or altered or reduced functionality, and other enhancements.
2. With respect to the Deaglo Inc APIs, we may change, discontinue or deprecate any APIs for the Deaglo Inc Services from time to time but will use commercially reasonable efforts to continue supporting the previous version of any API changed, discontinued, or deprecated for 12 months after the change, discontinuation, or deprecation (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities).

10. Term and Termination

1. The term of this Agreement will commence on the Effective Date and will remain in effect until terminated by you or us in accordance with the terms herein.
2. You may terminate this Agreement for any reason by: (i) providing us notice and (ii) closing your account for all Deaglo Inc Services. You will not receive any refunds on any amounts paid if you cancel your account and will be liable for any amounts accrued but unpaid or otherwise due to be paid by you.
3. You agree that Deaglo Inc, in its sole discretion and for any or no reason, may terminate your account or any part thereof. You agree that any termination of your access to the Deaglo Inc Services may be without prior notice, and you agree that Deaglo Inc will not be liable to you or any third party for such termination.
4. Either party may terminate this Agreement for cause upon 30 days advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30 day notice period.
5. We may also terminate this Agreement immediately upon notice to you (i) for cause, if any act or omission by you or any End User results in a suspension in accordance with the terms of this Agreement, (ii) if our relationship with a third party partner who provides software or other technology we use to provide the Deaglo Inc Services expires, terminates or requires us to change the way we provide the software or other technology as part of the Deaglo Inc Services, (iii) if we believe providing the Deaglo Inc Services could create a substantial economic or technical burden or material security risk for us, (iv) in order to comply with the law or requests of governmental entities, or (v) if we determine use of the Deaglo Inc Services by you or any End Users or our provision of any of the Deaglo Inc Services to you or any End Users has become impractical or unfeasible for any legal or regulatory reason.
6. You are solely responsible for exporting Your Content and Application(s) from the Deaglo Inc Services prior to termination of your account for any reason, provided that if we terminate your account, we will provide you a reasonable opportunity to retrieve Your Content and Application(s).
7. Upon any termination of the Deaglo Inc Services or your account this Agreement will also terminate, but you remain responsible for all fees and charges you have incurred through the date of termination, including fees and charges for in-process tasks completed after the date of termination and Sections 5.5, 4.3, 4.5, 6, 7 (except for the license granted to you in 7.1), 10.7, 12, 13, 14, 16 and 19 shall continue to be effective after this Agreement is terminated.

11. Acknowledgements regarding the use of the Deaglo Inc Services

1. You acknowledge and agree that:
 1. The Deaglo Inc Services provide Clients with a server side solution for their Applications. You acknowledge and agree that your failure to use the Deaglo Inc Services in accordance with the specifications and the instructions appearing therein may result in malfunctions of the Application, due to your own fault. Moreover, in case there is any bug or malfunction in your Application, except for rare cases of malfunction or sever crash on our side, such bug or malfunction is within your sole responsibility and liability. Accordingly, in case of such bugs in your application, the End User should first revert to you or any other person or entity in charge of the development and operation of the Application. While we provide customer support to our Clients, we do not handle support enquiries to any End User or which relate to matters that are outside the scope of our responsibility;
 2. You explicitly acknowledge that the usability of the Application is dependent mainly upon the quality of the work of the Client who created it. The Deaglo Inc Services provide the Client with a server side solution for operating the Application. However, Deaglo Inc cannot be responsible for the quality of the work performed by the Client, both independently and while using the Deaglo Inc Services. Accordingly, and except for failures which are clearly as a result of Deaglo Inc's own fault (such as server crashes or malfunction of the Deaglo Inc Services), your use of the Deaglo Inc Services is at your own risk, and Deaglo Inc shall not be liable for any errors or malfunctions in Applications;
 3. You shall bear sole responsibility for your development activities in connection with your Application when using the Deaglo Inc Services. Without limiting the generality of this statement, you explicitly acknowledge that any activity in connection with your Application which is in violation of any applicable law or of this Agreement shall cause the immediate termination of your account or access to the Deaglo Inc Services;
 4. We shall take reasonable efforts to maintain the constant availability of the Deaglo Inc Services 24/7. In case of any system failures or server crashes, we shall take reasonable efforts to resolve them promptly in accordance with industry standards in the field;
 5. You explicitly acknowledge that we merely provide a technical service and that we shall not be liable for anything related to the content of your Application;
 6. The password provided to you by e-mail upon registration to the Deaglo Inc Services is for your personal use only. Deaglo Inc will not be liable for any loss or damage you may incur as a result of someone else using your password with respect to the Deaglo Inc Services, either with or without your knowledge. Some jurisdictions do not allow the exclusion of implied warranties. In such jurisdictions, these warranties shall apply to the maximum extent possible;
 7. You may not use the Deaglo Inc Services to perform any activity, or to enable the performance of any activity by any person which (1) is in violation of any applicable laws, including the securities laws or regulations or money laundering laws or regulations of any country or territory (2) is may be regarded as unlawful, harassing, obscene, infringes another's privacy, or otherwise objectionable (3) infringes the rights of third parties or (4) is in violation of this Agreement. Without derogating from the generality of the above, you may not use the Deaglo Inc Services for any Application which was independently developed which is in violation of any applicable laws or regulations, or any third parties' rights. In addition, the purpose and use of your Application must be in accordance with any applicable laws, including securities laws, money laundering laws, consumer protection laws and anti-spam laws.
 8. You must obtain all necessary licenses and authorisations prior to using the Deaglo Inc Services and maintain such licenses and authorisations at all times while you are

using the Deaglo Inc Services. You are also responsible for ensuring that any End User has or maintains any necessary licenses and authorisations.

12. DISCLAIMER

1. Deaglo, Inc. ("Deaglo") is a registered Commodity Trading Advisor with the U.S. Commodity Futures Trading Commission (CFTC) and a Member of the National Futures Association (NFA). Deaglo's CTA registration is effective pursuant to an exemption that limits clients to those who are Qualified Eligible Persons as defined in CFTC Regulation 4.7. Futures, options, FX and swaps trading involves substantial risk and is not suitable for all clients. Therefore, clients should carefully consider their financial condition before deciding whether to invest and transact in these markets. PAST PERFORMANCE IS NOT INDICATIVE OF FUTURE RESULTS. This material should only be considered current as of the date indicated on each page of data without regard to the date on which you may access the information. Deaglo maintains the right to delete or modify information without prior written notice.

13. LIMITATION OF LIABILITY

1. WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE Deaglo Inc Services, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE Deaglo Inc Services, OR, (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SERVICE LEVEL AGREEMENTS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE Deaglo Inc Services; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.
2. THE LIMITATIONS ON Deaglo Inc'S LIABILITY TO YOU IN THE ABOVE PARAGRAPH SHALL APPLY WHETHER OR NOT Deaglo Inc HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

14. Indemnification

1. You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) your or any End Users' use of the Deaglo Inc Services (including any activities under your account and use by your employees and personnel); (b) breach of this Agreement or violation of applicable law by you or any End User; (c) Your Content or the combination of Your Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation

of third-party rights by Your Content or by the use, development, design, production, advertising or marketing of Your Content; or (d) a dispute between you and any End User. If we or our affiliates are obligated to respond to a third party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to the third party subpoena or other compulsory legal order or process at our then-current hourly rates.

2. We will promptly notify you of any claim subject to the paragraph above, but our failure to promptly notify you will only affect your obligations under the paragraph above to the extent that our failure prejudices your ability to defend the claim. You may: (a) use counsel of your own choosing (subject to our written consent) to defend against any claim; and (b) settle the claim as you deem appropriate, provided that you obtain our prior written consent before entering into any settlement. We may also assume control of the defense and settlement of the claim at any time.

15. Copyright Policy

1. You agree to set up a process to respond to notices of alleged infringement that comply with the United States' Digital Millennium Copyright Act ("DMCA notices"). It is Deaglo Inc's policy to respond to DMCA notices or other applicable copyright laws and to terminate the accounts of repeat infringers. We reserve the right to take down content in your Application or, if necessary, the Application itself upon receipt of a valid DMCA notice. For more information, please go to <http://www.deaglo.com/privacy-policy>.

16. Confidentiality

1. You may use Deaglo Inc Confidential Information only in connection with your use of the Deaglo Inc Services as permitted under this Agreement. You will not disclose Deaglo Inc Confidential Information during the Term or at any time during the 5 year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Deaglo Inc Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to this Agreement or your use of the Deaglo Inc Services without our consent. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors), or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement.
2. Deaglo Inc may provide information in response to valid legal process, such as subpoenas, search warrants and court orders, or to establish or exercise its legal rights or defend against legal claims. Deaglo Inc shall not be liable for any use or disclosure of such information by such third parties.

17. Other Content

1. The Deaglo Inc Services may include hyperlinks to other web sites or content or resources or email content. Deaglo Inc may have no control over any web sites or resources which are provided by companies or persons other than Deaglo Inc.
2. You acknowledge and agree that Deaglo Inc is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.
3. You acknowledge and agree that Deaglo Inc is not liable for any loss or damage which may be incurred by you or your End Users as a result of the content or availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

18. **Changes to this Agreement**

1. Deaglo Inc may make changes to this Agreement from time to time.
2. You understand and agree that if you use the Deaglo Inc Services after the date on which this Agreement has changed, Deaglo Inc will treat your use as acceptance of the updated Agreement.

19. **General Legal Terms**

1. Except to the extent you and Deaglo Inc have entered into a separate written agreement that is expressly intended to supersede this Agreement either in whole or in part, this Agreement constitutes the whole legal agreement between you and Deaglo Inc and govern your use of the Deaglo Inc Services (but excluding any services which Deaglo Inc may provide to you under a separate written agreement), and completely replace any prior agreements between you and Deaglo Inc in relation to the Deaglo Inc Services.
2. There are no third party beneficiaries to this Agreement. We and you are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.
3. If Deaglo Inc provides you with a translation of the English language version of this Agreement, the English language version of this Agreement will control if there is any conflict.
4. You agree that Deaglo Inc may provide you with notices by email, regular mail, or postings on the Deaglo Inc Services. By providing Deaglo Inc your email address, you consent to our using the email address to send you any notices required by law in lieu of communication by postal mail.
5. You agree that if Deaglo Inc does not exercise or enforce any legal right or remedy which is contained in this Agreement (or which Deaglo Inc has the benefit of under any applicable law), this will not be taken to be a formal waiver of Deaglo Inc's rights and that those rights or remedies will still be available to Deaglo Inc.
6. Deaglo Inc shall not be liable for failing or delaying performance of its obligations resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, earthquake, fire, flood or other acts of god, labor conditions, power failures, and Internet disturbances.
7. This Agreement, and your relationship with Deaglo Inc under this Agreement, shall be governed by the laws of the State of New York without regard to its conflict of laws provisions. You and Deaglo Inc agree to submit to the exclusive jurisdiction of the courts located within the county of New York, New York to resolve any legal matter arising from this Agreement. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
8. Any dispute or claim relating in any way to your use of the Deaglo Inc Services, or to any products or services sold or distributed by Deaglo Inc will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this Agreement. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to Deaglo Inc at 121 E Washington Avenue, Atlantic Highlands, NJ 07716, USA. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, which are available at www.adr.org or by calling 1-800-778-7879. Payment of filing, administration and arbitrator fees will be governed by the

AAA's rules. We and you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we and you waive any right to a jury trial. Subject to Section 7.2, we and you both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

9. You will not assign this Agreement, or delegate or sublicense any of your rights under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Agreement will be void. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.
10. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

20. Definitions

1. Application means an application, product or service developed by or used by any person that utilizes the Deaglo Inc Services
2. Client means you or any user of the Deaglo Inc Services or developer or operator of an Application
3. Content means software (including machine images), data, text, audio, video, or images.
4. Deaglo Inc means Deaglo Inc Inc, 121 E Washington Avenue, Atlantic Highlands, NJ 07716 , and its subsidiaries or affiliates involved in providing the Deaglo Inc Services
5. Deaglo Inc Confidential Information means all nonpublic information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Deaglo Inc Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates. Deaglo Inc Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the Deaglo Inc Confidential Information.
6. Deaglo Inc Content means Content we or any of our affiliates make available in connection with the Deaglo Inc Services or any website maintained or developed by Deaglo Inc to allow access to and use of the Deaglo Inc Services, including WSDLs; Documentation; sample code; software libraries; command line tools; and other related technology.
7. Deaglo Inc Services means the services Deaglo Inc makes available through its websites, including this website, the Deaglo Inc API and any other software, product or services offered by Deaglo Inc in connection to any of those, including those used by developers in relation to the development of an Application or other users or operators of such an Application for themselves or for any other Client or End User.
8. Deaglo Inc API means application program interface developed by Deaglo Inc.
9. End User means the customer, client or any other persons using the Deaglo Inc Services through an Application or otherwise through a Client.
10. Third Party Content means content made available to you by any third party on the Deaglo Inc website or in conjunction with the Deaglo Inc Services.
11. Your Content means Content that you or any End User transfers to us for processing, storage or hosting in connection with your use of the Deaglo Inc Services and any computational

results that you or any End User derive from the foregoing through their use of the Deaglo Inc Services.

Last Updated: 4th October 2023

Deaglo Inc. Privacy Policy

At DEAGLO.COM, accessible from DEAGLO.COM, one of our main priorities is the privacy of our visitors. This Privacy Policy document contains types of information that is collected and recorded by DEAGLO.COM and how we use it.

If you have additional questions or require more information about our Privacy Policy, do not hesitate to contact us.

This Privacy Policy applies only to our online activities and is valid for visitors to our website with regards to the information that they shared and/or collect in DEAGLO.COM. This policy is not applicable to any information collected offline or via channels other than this website.

- **Consent**

By using our website, you hereby consent to our Privacy Policy and agree to its terms.

- **Information we collect**

The personal information that you are asked to provide, and the reasons why you are asked to provide it, will be made clear to you at the point we ask you to provide your personal information.

If you contact us directly, we may receive additional information about you such as your name, email address, phone number, the contents of the message and/or attachments you may send us, and any other information you may choose to provide.

When you register for an Account, we may ask for your contact information, including items such as name, company name, address, email address, and telephone number.

- **How we use your information**

We use the information we collect in various ways, including:

- Provide, operate, and maintain our website
- Improve, personalize, and expand our website
- Understand and analyze how you use our website
- Develop new products, services, features, and functionality
- Communicate with you, either directly or through one of our partners, including for customer service, to provide you with updates and other information relating to the website, and for marketing and promotional purposes
- Send you emails
- Find and prevent fraud

- **Log Files**

DEAGLO.COM follows a standard procedure of using log files. These files log visitors when they visit websites.

All hosting companies do this and a part of hosting services' analytics. The information collected by log files include internet protocol (IP) addresses, browser type, Internet Service Provider (ISP), date and time stamp, referring/exit pages, and possibly the number of clicks. These are not linked to any information that is personally identifiable. The purpose of the information is for analyzing trends, administering the site, tracking users' movement on the website, and gathering demographic information.

- **Cookies and Web Beacons**

Like any other website, DEAGLO.COM uses 'cookies'. These cookies are used to store information including visitors' preferences, and the pages on the website that the visitor accessed or visited. The information is used

to optimize the users' experience by customizing our web page content based on visitors' browser type and/or other information.

- **Google DoubleClick DART Cookie**

Google is one of a third-party vendor on our site. It also uses cookies, known as DART cookies, to serve ads to our site visitors based upon their visit to Deaglo.com and other sites on the internet. However, visitors may choose to decline the use of DART cookies by visiting the Google ad and content network Privacy Policy at the following URL – <https://policies.google.com/technologies/ads>

- **Our Advertising Partners**

Some of advertisers on our site may use cookies and web beacons. Our advertising partners are listed below. Each of our advertising partners has their own Privacy Policy for their policies on user data. For easier access, we hyperlinked to their Privacy Policies below.

- ❖ Google <https://policies.google.com/technologies/ads>

- **Advertising Partners Privacy Policies**

You may consult this list to find the Privacy Policy for each of the advertising partners of DEAGLO.COM. Third-party ad servers or ad networks use technologies like cookies, JavaScript, or Web Beacons that are used in their respective advertisements and links that appear on DEAGLO.COM, which are sent directly to users' browser. They automatically receive your IP address when this occurs. These technologies are used to measure the effectiveness of their advertising campaigns and/or to personalize the advertising content that you see on websites that you visit. Note that DEAGLO.COM has no access to or control over these cookies that are used by third-party advertisers.

- **Third Party Privacy Policies**

DEAGLO.COM's Privacy Policy does not apply to other advertisers or websites. Thus, we are advising you to consult the respective Privacy Policies of these third-party ad servers for more detailed information. It may include their practices and instructions about how to opt-out of certain options.

You can choose to disable cookies through your individual browser options. To know more detailed information about cookie management with specific web browsers, it can be found at the browsers' respective websites.

CCPA Privacy Rights (Do Not Sell My Personal Information)

Under the CCPA, among other rights, California consumers have the right to:

Request that a business that collects a consumer's personal data disclose the categories and specific pieces of personal data that a business has collected about consumers.

Request that a business delete any personal data about the consumer that a business has collected.

Request that a business that sells a consumer's personal data, not sell the consumer's personal data.

If you make a request, we have one month to respond to you. If you would like to exercise any of these rights, please contact us.

GDPR Data Protection Rights

We would like to make sure you are fully aware of all of your data protection rights. Every user is entitled to the following:

- The right to access – You have the right to request copies of your personal data. We may charge you a small fee for this service.
- The right to rectification – You have the right to request that we correct any information you believe is inaccurate. You also have the right to request that we complete the information you believe is incomplete.
- The right to erasure – You have the right to request that we erase your personal data, under certain conditions.
- The right to restrict processing – You have the right to request that we restrict the processing of your personal data, under certain conditions.
- The right to object to processing – You have the right to object to our processing of your personal data, under certain conditions.

- The right to data portability – You have the right to request that we transfer the data that we have collected to another organization, or directly to you, under certain conditions.

If you make a request, we have one month to respond to you. If you would like to exercise any of these rights, please contact us.

- **Children's Information**

Another part of our priority is adding protection for children while using the internet. We encourage parents and guardians to observe, participate in, and/or monitor and guide their online activity.

DEAGLO.COM does not knowingly collect any Personal Identifiable Information from children under the age of 13. If you think that your child provided this kind of information on our website, we strongly encourage you to contact us immediately and we will do our best efforts to promptly remove such information from our records.

