



Terms of Use

Effective Date: October 23, 2024

Last Updated: October 23, 2024

This Terms of Use Agreement (the “Terms”) is a binding legal agreement between you, as an individual or entity (“you”), and Blu Omega, LLC (hereinafter “Blu Omega” “us” or “we”). By visiting BluOmega.com (the “Website”), you signify and further represent that you have read, understand, and agree to be bound by the Terms. If you do not agree to any aspect of the Terms, you should immediately cease use of and access to the Website.

1. Restrictions

You understand and agree that you shall only use the Website in a manner that complies with any and all applicable laws in the jurisdictions in which you use it. Your use shall be in accordance with applicable restrictions concerning privacy and intellectual property rights.

You may not:

- a) Create derivative works based on the Website;
- b) Use the Website for any purpose other than as described herein;
- c) Copy or reproduce the Website except as described in the Terms;
- d) Alter, translate, decompile, reverse assemble or reverse engineer the Website, or attempt to do any of the foregoing, except to the extent this prohibition is not permitted under an applicable law; or,
- e) Remove or alter any proprietary notices or marks on the Website.

2. Personal Information and Privacy

All personal information that you may provide to us will be governed by the Blu Omega [Privacy Policy](#) and is incorporated into these terms. The Privacy Policy describes the purposes for which we use your information. By choosing to use the Website, you indicate your understanding and acceptance of the Terms and the Privacy Policy. You understand and agree that Blu Omega may disclose information if required to do so by law or in good faith belief that such disclosure is reasonably necessary to comply with legal process, enforce the terms of the Terms, or protect the rights, property, or safety of Blu Omega, its users, or the public.

3. Prohibited Activities

In addition to the other restrictions outlined in Section 1 above, you agree that you will not:

- a) Use the Website for any purpose that is illegal, beyond the scope of their intended use, or otherwise prohibited in the Terms or the terms of any third party that govern a particular service;
- b) Use the Website in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Website, or that could damage, disable, overburden, or impair the functioning of the Website in any manner;
- c) Compromise the security of the Website;

- d) Use any robot, spider, crawler, scraper, or other automated means or interface not provided by us to access the Website or to extract data;
- e) Reverse engineer any aspect of the Website or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content, or code of the Website;
- f) Use or attempt to use another user's account without authorization;
- g) Attempt to indicate in any manner that you have a relationship with us or that we have endorsed you or any products or services without our express written consent to do so;
- h) Buy, sell, rent, lease, or otherwise offer in exchange for any compensation, access to your Blu Omega account or a Blu Omega username;
- i) Develop any third-party applications that interact with the Website without our prior written consent; and,
- j) Use the Website for any illegal or unauthorized purpose or engage in, encourage, or promote any activity that violates these Terms.

4. Right to Modify Website and Terms

Blu Omega may modify the Website, and the Terms with notice to you either in email or by publishing notice on the Blu Omega website. You are responsible for regularly reviewing the Terms. In the event Blu Omega modifies the Terms, you may terminate the Terms and cease use of the Website.

5. Title

Title, ownership and all rights (including without limitation intellectual property rights) in and to the Website shall remain with Blu Omega. Except for those rights expressly granted in the Terms, no other rights are granted, whether express or implied.

6. Copyright Infringement

The Website is proprietary to Blu Omega and are protected under United States copyright and trademark law, as well as other intellectual property laws and international treaties. Blu Omega owns and shall continue to own all right, title and interest in and to the Website. This Terms does not grant you any ownership right or interest in the Website, and except for the limited license granted to you herein, the Terms does not grant you any other related right or interest in or to the Website, nor to any other intellectual property right of Blu Omega whatsoever, whether by implication, estoppel or otherwise. Any and all trademarks or service marks that Blu Omega uses in connection with the Website or with services rendered by Blu Omega are marks owned by Blu Omega. This Agreement does not grant you any right, license, or interest in such marks, and you shall not assert any right, license, or interest in such marks or any words or designs that are confusingly similar to such marks.

7. International Users

The Website is hosted in the United States. If you are a user accessing the Website from any other region with laws or regulations governing personal data collection, use, and disclosure that differ from United States laws, please be advised that through your continued use of the Website, which are governed by United States law, you are transferring your personal information to the United States and you consent to that transfer.

8. Disputes

a) Indemnification

By agreeing to these Terms you agree to indemnify, defend, and hold harmless Blu Omega, our managing members, shareholders, employees, affiliates, licensors, and suppliers (the “Blu Omega Parties”) from and against any and all complaints, charges, claims, damages, losses, costs, liabilities, and expenses (including attorneys’ fees) due to, arising out of, or relating in any way to: (i) your access to or use of the Website; (ii) your violation of these Terms; or (iii) your violation of any statutes, codes, ordinances, laws, rules, regulations, including without limitation, all regulatory, administrative, and legislative authorities.

b) Limitation of Liability

Except where prohibited by law, in no event will Blu Omega or the Blu Omega Parties be liable for any indirect, special, punitive, incidental, exemplary, or consequential damages that result from: (i) the use of, or inability to use, the Website; (ii) the provision of the Website or any materials available therein; or, (iii) the conduct of other users of the Website, even if Blu Omega has been advised of the possibility of such damages. You assume total responsibility for your use of the Website. Your only remedy against Blu Omega for dissatisfaction with the Website or any content is to stop using the Website. If, notwithstanding these Terms, Blu Omega is found liable to you for any damage or loss that arises out of, or is in any way connected with, your use of the Website or any content, Blu Omega’s liability shall in no event exceed ten U.S. dollars (U.S. \$10.00). Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

c) Arbitration Agreement; Class Waiver; Waiver of Trial by Jury

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY REQUIRE YOU TO ARBITRATE DISPUTES WITH BLU OMEGA, AND LIMIT THE METHOD BY WHICH YOU CAN SEEK RELIEF FROM US.

- i. **Applicability of Arbitration Agreement.** All claims and disputes in connection with the Terms or the use of any product or service provided by Blu Omega that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms set forth below (the “Arbitration Agreement”), except that you and Blu Omega are not required to arbitrate any dispute in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents. This Arbitration Agreement applies to you and Blu Omega, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.
- ii. **Arbitration Rules.** The Federal Arbitration Act governs the interpretation and enforcement of this dispute-resolution provision. Arbitration shall be initiated through the American Arbitration Association (“AAA”), an established alternative dispute resolution provider (“ADR Provider”) that offers arbitration as set forth in this section. Arbitration shall take place within or within 10 miles of Fairfax, Virginia. If AAA is not available to arbitrate, the parties shall select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of this arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules conflict with the Terms (“Arbitration Rules”). The AAA Consumer Arbitration Rules governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The

arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than ten thousand U.S. dollars (U.S. \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is ten thousand U.S. dollars (U.S. \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

- iii. **Additional Rules for Non-appearance Based Arbitration.** If non-appearance arbitration is elected as provided above, the arbitration shall be conducted by telephone, online, and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties.
- iv. **Authority of the Arbitrator.** The arbitrator will decide the rights and liabilities, if any, of you and Blu Omega, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Blu Omega.
- v. **Waiver of Jury Trial.** YOU AND Blu Omega HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and Blu Omega in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND Blu Omega WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.
- vi. **Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Notwithstanding any other provision in these Terms, in the event that this subparagraph is deemed invalid or unenforceable, neither you nor we are entitled to arbitration and instead all claims and disputes shall be resolved in a court located in Fairfax County, Virginia.
- vii. **Confidentiality.** No part of the procedures shall be open to the public or the media. All evidence discovered or submitted at the hearing is confidential and may not be disclosed, except by written agreement of the parties, pursuant to court order or unless required by law. Notwithstanding the foregoing, no party shall be prevented from submitting to a court of law any information necessary to enforce this Arbitration Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.
- viii. **Right to Waive.** Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.
- ix. **Small Claims Court.** Notwithstanding the foregoing, either you or Blu Omega may bring an individual action in Fairfax County General District Court.

- x. **Courts.** In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located in Fairfax County, Virginia, for such purpose.
- xi. **Survival.** This Arbitration Agreement will survive the termination of your relationship with Blu Omega.

9. Termination

This Terms will terminate, along with your access to the Website, upon your violation of any term or condition contained herein. Further, Blu Omega may, in its sole discretion, terminate said access, or any portion thereof, for any reason and without notice. To the extent permitted by applicable law, all disclaimers, warranties, indemnities, and limitations on liability shall survive any termination of the Terms.

10. Miscellaneous

a) Interpretation

- i. **Severability.** If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.
- ii. **Complete Agreement.** These Terms supersede all prior understandings regarding the same and represent the complete Terms between you and Blu Omega. These Terms do not create or confer any third-party beneficiary rights. We may change or modify these Terms at any time and in our sole discretion. If we make changes to these Terms, we will provide notice of such changes, such as by sending a notification, posting a notice on the Website, or updating the "Last Updated" date above. Your continued use of the Website will confirm your acceptance of the revised Terms. We encourage you to frequently review the Terms to ensure you understand the terms and conditions that apply to your use of the Website. If you do not agree to the amended Terms, you must stop using the Website and delete your Blu Omega account.

b) Forum and Venue, Jurisdiction, Governing Law

- i. **Forum and Venue.** A lawsuit, if any, by you or Blu Omega against the other will occur in state or federal court in Fairfax County, Virginia. You and Blu Omega agree that the jurisdiction and venue of these courts is exclusive.
- ii. **Exclusive Jurisdiction.** You agree that your use of the Website does not give rise to personal jurisdiction over Blu Omega, either specific or general, in jurisdictions other than Virginia.
- iii. **Applicable Law.** Any dispute between you and Blu Omega will be governed by these Terms and the laws of the Commonwealth of Virginia and applicable United States law, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction.

Contact Us

If you have any questions for Blu Omega regarding the Terms, we can be reached at Operations@BluOmega.com.