

Terms and Conditions

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Introduction

These Terms and Conditions ("Terms") govern the relationship, rights, and responsibilities between Torr.o LLC, a company incorporated in Zug, Switzerland ("Torr.o", "We", "Us", "Our", including any versions such as "Torr-o", "OptiView", "OptiView.com", "Opti-View", or "Opti-View.com"), and you, the end user ("You", "Your", "User", or "Users").

Torr.o and the User may each be referred to individually as a "Party" and collectively as the "Parties".

By clicking the appropriate button or otherwise indicating Your acceptance, You confirm that You have read, understood, and agreed to be bound by the current version of these Terms. Your acceptance is deemed freely given, specific, informed, and unambiguous.

Torr.o reserves the right to modify, update, or remove provisions of these Terms at any time, without prior notice. By continuing to use the OptiView platform, including but not limited to any chart images or visual outputs generated via <https://Opti-View.com> or any affiliated subdomains or mirrored versions (collectively, the "Site" or "Platform"), You agree to be bound by the most recent version of the Terms that can be found on our Site.

Torr.o aims to communicate material changes to these Terms through email notifications, public disclosure services, banner announcements, or updated date stamps. However, it remains Your responsibility to stay informed of such changes. Torr.o does not guarantee Your awareness of updates, and lack of such awareness does not exempt You from being bound by the latest applicable version.

1. Certain Definitions

API

API stands for Application Programming Interface and in the context of these Terms refers to the protocols established by Supported Brokerages to receive and send communication directly from and to User.

Data

Data refers to any information, input, or content, including but not limited to market data, whether in raw or transformed form.

Financial Theory Documentation

Financial Theory Documentation refers to OptiView's documentation of the financial models used and assumptions made by the Platform when computing the

visualization outputs that can be accessed on the [Site](#) and is incorporated by reference into these Terms.

Intellectual Property

Intellectual Property means all inventions, discoveries, trademarks, patents, trade names, copyrights, know-how, software, shop rights, licenses, developments, research, designs, technology, trade secrets, test procedures, processes, visualization concepts, computer programs, literature, reports and other information, intellectual and similar intangible property rights, whether or not patentable or copyrightable (or otherwise subject to legally enforceable restrictions or protections against unauthorized third party usage), and any and all applications for, registrations of and extensions, divisions, renewals and reissuance of, any of the foregoing, and rights therein, including without limitation (a) rights under any royalty or licensing agreements, and (b) programming and programming rights, whether on film, tape or any other medium which a Party owns or for which has a right to use.

Modeled Outputs

Modeled Outputs means any simulations, visualizations, scenarios, projections, payoff diagrams, backtests, or other computed results generated by the Platform from the models described in the Financial Theory Documentation.

Privacy Policy

Privacy Policy refers to OptiView's guidelines with respect to personal data and cookie policy that can be accessed on the [Site](#) and is incorporated by reference into these Terms.

Session

Session refers to individual, time-limited interactions with the Platform which begin with the User initially submitting the User's credentials to log into the Platform on the Site, and end when the User logs out of the Platform; or if the User navigated onwards to another unrelated website, or closed the browser or browser-tab, no later than 60 minutes after the initial log-in.

Structured, Predefined API Request

Structured, Predefined API Request refers to the static code templates OptiView provides to User as a convenience for User to use in communication with the API of Supported Brokerages.

Supported Brokerage

Supported Brokerages are brokerages for whom OptiView has provided Structured, Predefined API Request to User for communication. A full list of Supported Brokerages can be obtained from the Account section of OptiView.

Supported Countries

Supported Countries refers to a country where OptiView offers its Services. A complete and up-to-date list of supported countries can be publicly accessed on the [Site](#).

2. Services

OptiView provides impersonal tools that compute and visualize outputs from widely used financial models under User-selected inputs outlined in the Financial Theory Documentation. The outputs are hypothetical, are not intended to represent fair value or a price target, and are provided solely for educational and informational purposes. The Platform is designed to facilitate learning about the structure, assumptions, and limitations of the underlying financial models themselves. Any Modeled Outputs are provided solely to illustrate model mechanics and behavior and are not predictions, price targets, or fair value estimates. Modeled Outputs will almost certainly differ, often materially, from real-world results due to factors including, without limitation, market microstructure, liquidity, volatility dynamics, execution quality, slippage, fees, taxes, data latency, corporate actions, and unexpected events.

These Terms, OptiView and the Platform, including all content, whether originating from the User, OptiView, or third parties, must not be interpreted as providing or suggesting:

- Analysis of the value, performance, or suitability of any security, or analyses or reports concerning specific securities;
- Investment advice, portfolio management, personalized investment advice, or financial recommendations;
- Forecasts, predictions, recommendations, solicitations or inducements to buy, sell, or hold securities; or
- Encouragement to engage in any financial strategy or decision.

Accordingly, Modeled Outputs are educational illustrations of model behavior only and must not be relied upon for investment decisions.

All visualizations and Data presented via the Platform are non-evaluative in nature. They represent hypothetical scenarios under predefined, non-personalized assumptions and are not intended to express or promote any specific market view. Their sole purpose is to inform and educate.

Modeled Outputs may omit or simplify real-world frictions and therefore are subject to inherent limitations that render them unsuitable as a substitute for live market data or professional advice. OptiView does not guarantee the accuracy, correctness, timeliness, or applicability of any financial models used, the Data derived from it, or of the resulting visualizations. You acknowledge that visualizations are based on Data You provide at the time of use, and that actual future outcomes will differ from any theoretical outputs.

It is solely the User's responsibility to conduct independent market research, perform due diligence, and obtain adequate financial and technical understanding, including, where appropriate, consulting with a licensed professional, before relying on or acting upon any Data, tools, or outputs provided by the Platform. No part of the Platform should be interpreted as personalized advice, as a substitute for independent investment analysis or the professional judgment of a licensed financial advisor and does not create an advisory, fiduciary, or brokerage relationship.

2.1 Brokerage API Requests

As part of the Platform, OptiView offers Structured, Predefined API Requests that Users may choose to use for convenience. These enable Users to directly communicate with their own brokerage accounts in order to retrieve market data or to communicate order instructions.

Such communications occur directly between the User and the User's brokerage, without any:

- Intermediary role,
- Pre-transmission validation,
- Facilitation,
- Inducement,
- Encouragement, or
- Proxying by OptiView.

OptiView is not a party to the relationship between You and Your brokerage, and is not involved in any communication, data flow, or transaction between You and Your brokerage beyond the provision of static code templates.

OptiView does not receive any compensation, monetary or not, derived from or linked to:

- Trading commissions,
- Trading fees,
- Volume-based compensation, or
- Linked to any other trading related metric.

Accordingly, OptiView cannot and does not guarantee the accuracy, completeness, appropriateness, security, or timely delivery of any Structured, Predefined API Requests or the information they transmit. It is solely Your responsibility to confirm all details with Your brokerage and verify that the requests function as intended.

Structured, Predefined API Requests may, from time to time, incorporate the automated acknowledgment of certain brokerage-originated warnings, notices, or confirmations, as well as the automatic transmission of required post-order confirmations. By choosing to use these requests, User expressly consents to such automated acknowledgments and confirmations on the behalf of User.

2.2 Service Modifications

We reserve the right to modify, suspend, or discontinue any aspect of the Services, the Platform or its features at any time, without prior notice. We do not guarantee backward compatibility or the continued availability of any previous functionality.

2.3 Market and Instrument Representation

From time to time, OptiView may, for technical or design reasons, intentionally omit, abstract, or generalize certain details related to financial instruments displayed on the Platform.

This may include, but is not limited to, situations where:

- The security referenced in an option chain is a derivative or variant of the named underlying, rather than the underlying itself;
- Futures Options are grouped under a single underlying for simplicity, even though they may be based on contracts with different expirations or specifications.

As a result, OptiView makes no representation or warranty regarding the completeness, accuracy, precision, or suitability of any instrument, associated Data, or visualizations for the User's intended use.

It is solely the User's responsibility to:

- Verify the identity and characteristics of the actual securities involved;
- Assess the appropriateness and accuracy of any associated Data; and
- Cross-check all information with the User's brokerage prior to acting on any displayed output.

The relevant instrument identifiers involved can be obtained by reviewing the final confirmation screen before sending an order to Your brokerage.

3. Rights

3.1 User Rights

Subject to continued compliance with these Terms, OptiView grants the User a limited, non-exclusive, non-transferable, revocable right to access and use the Platform and associated Services for personal, non-commercial purposes, solely in accordance with the intended use described in the Services section.

The User may interact with the Platform's tools, visualizations, and brokerage integration features as provided, but may not:

- Modify, reverse engineer, decompile, disassemble, or otherwise attempt to extract the source code or internal structure of the Platform or any part of the Services;
- Use the Platform or its outputs to develop, train, test, or enhance any competing product, tool, or service;
- Reproduce, resell, sublicense, distribute, or exploit the Platform or Services in any manner not expressly permitted by these Terms;
- Circumvent or disable any technical, access control, or security features of the Platform.

All rights not expressly granted to the User under these Terms are reserved by OptiView.

Nothing in these Terms conveys ownership or intellectual property rights in or to the Platform, Services, or underlying technologies. The User shall not acquire any rights, title, or interest in any part of the Platform or Services, including any enhancements, customizations, or derivative works thereof, unless explicitly agreed in writing by Torr.o.

OptiView may revoke or limit these rights at any time if the User breaches the Terms, misuses the Platform, or engages in conduct that, in OptiView's reasonable judgment, compromises security, stability, or the integrity of the Services.

3.2 Termination

The User may terminate the User's OptiView account at any time via the Profile Settings page. Upon receiving a valid deletion request, OptiView will delete personal information associated with the User's account in accordance with Our Privacy Policy and applicable data protection regulations. However, certain usage data may be retained for compliance, security, audit trail, or operational integrity purposes.

OptiView reserves the right, at its sole discretion and without prior notice, to terminate, suspend, or limit the User's, and associated email- and IP-addresses' access to the Platform and the User's account. Grounds for such action may include, but are not limited to:

- Breaches of these Terms or other applicable policies;
- Requests by law enforcement or regulatory authorities;
- Major technical or security issues;
- Discontinuation or material modification of the Services;
- Prolonged periods of inactivity;
- Engagement in unlawful, fraudulent, or harmful behavior.

OptiView shall not be liable to the User or any third party for any termination, suspension, or access limitation carried out under this clause.

3.3 Our Rights

Torr.o is and shall remain the sole and exclusive owner of all rights, title, and interest in and to the Platform, the Services, and all related software, infrastructure, content, and Intellectual Property Rights, including any modifications, enhancements, or derivative works, unless otherwise explicitly agreed in writing.

3.4 Third-Party Rights

Supported Brokerages

The Platform may include, and make available to Users, certain features that are licensed from and remain the exclusive property of the respective Supported Brokerage.

All rights, title, and interest in and to such features, including, without limitation, any APIs or related tools of the Supported Brokerage, are and shall remain solely with the respective Supported Brokerage. The inclusion of any such features within the Platform shall not be construed as limiting, compromising, diminishing, or otherwise affecting the rights of the Supported Brokerage in any way.

Supported Brokerages shall have no liability for any failure of the Platform, including, without limitation, any inability of the Platform to connect to a Supported Brokerage, to accurately transmit or receive information, or for any malfunction, error, or omission of OptiView.

Company Identifiers

Certain Platform elements, like company logos and brokerage icons (collectively the "Logos") are included without additional licenses for the purpose of identification only. The inclusion of certain Logos shall not be seen as an endorsement or partnership between OptiView and the Logos' owners of any kind.

The Logos are trademarks of their respective owners and their owners' rights shall not be compromised, lessened or in any way be affected by the display of Logos. OptiView does not guarantee the correctness, completeness, accuracy, appropriateness, consistency, or availability of any Logos and User should not base their understanding of the selected underlyings on Logos.

Third-Party Software

The Platform may include components, libraries, or services provided by third-party vendors ("Third-Party Software"). Such components are used in compliance with the license terms and conditions set by their respective rights holders.

OptiView makes no warranties, express or implied, regarding any Third-Party Software. The User's use of such software is subject to the separate terms, conditions, and privacy policies of the respective third-party providers. These Terms do not govern the User's legal relationship with those third parties.

3.5 Digital Millennium Copyright Act

OptiView respects the intellectual property rights of others. If you believe that any material available on or through the Services infringes upon any copyright you own or control, please immediately notify Our Designated Copyright Agent using the contact information provided below (a "Notification").

A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Services infringes your copyright, you should consider first contacting an attorney.

All Notifications should meet the requirements of DMCA 17 U.S.C. § 512(c)(3) and include the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Services are covered by the Notification, a representative list of such works on the Services;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted;

5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed upon.

Designated Copyright Agent

*Torr.o GmbH
c/o Domiix.ch GmbH
Attn: Copyright Agent
Baarerstrasse 107
6330 Zug
Switzerland*

4. Attribution Policy

OptiView grants the User the right to use snapshots of the Platform's charts in analyses, press releases, books, articles, blog posts, and similar publications, subject to appropriate rights, licenses, or legal permissions of User-Provided Data.

This permission also extends to educational materials, live or recorded video broadcasts (including news segments, overviews, and analytical content), and any other form of content that features or promotes OptiView charts or products.

4.1 Attribution Requirement

All uses of OptiView charts or products must clearly display attribution to OptiView. Attribution must visibly reference "OptiView" and must remain present at all times when the chart or product is shown. Acceptable forms of attribution include, but are not limited to, phrases such as:

"Chart by OptiView", "OptiView", or the OptiView Logo.

The attribution text must be clearly legible, with a font size no smaller than 10pt (13px or 34mm). When visual attribution is not feasible, such as in spoken commentary or limited-display media, a verbal or written credit must accompany the content clearly referencing the OptiView name and the website it can be found at.

4.2 Unauthorized Use

Use of any OptiView product outside the OptiView website without proper and visible attribution is strictly prohibited.

5. Data

5.1 User-Provided Data

Any Data uploaded, entered, or transmitted by the User to, through or from the Platform, including via direct input, file upload, Structured, Predefined API Requests, or any other third-party API connections, must be either:

1. Fully owned by the User, or
2. Used with the appropriate rights, licenses, or legal permissions necessary for use within the Platform and related Services.

The mere availability of a Structured, Predefined API Request within the Platform shall not be interpreted as a representation or confirmation by OptiView that the corresponding Data meets the necessary standards, permissions, or suitability for use on the Platform.

It is solely the User's responsibility to ensure that the User has all required rights to use any Data submitted to, through, or from the Platform. The User warrants that such Data does not infringe on any intellectual property, privacy, or contractual rights and is not malicious, unlawful, fraudulent, or otherwise inappropriate.

OptiView shall not be held liable for any misuse or unauthorized submission of Data. The User assumes full responsibility for any consequences, including liability

arising from unauthorized use, modification, storage, derivation, distribution, or reuse of Data to, through, or from the Platform.

5.2 Data Provided by OptiView

From time to time, and subject to applicable agreements with third-party providers, OptiView may make certain market, reference, or analytics data ("OptiView Data") available to the User at no additional cost. Such data may originate from independent sources not affiliated with OptiView.

OptiView does not warrant the completeness, accuracy, appropriateness, consistency, or availability of any Data, whether provided by the User, third-parties, or offered by OptiView as a courtesy, across time, regions, platforms, or providers. Any Data provided by OptiView shall remain the property of OptiView or its respective licensors. The User's access to such Data is limited, non-exclusive, non-transferable, and revocable at any time.

Use of OptiView Data beyond the intended scope, such as redistribution, commercial resale, or external storage, is expressly prohibited unless explicitly authorized in writing.

5.3 Platform Usage Data

OptiView retains the right to collect, store, analyze, process, and commercialize data related to the User's interaction with the Platform ("Usage Data"). This may include, but is not limited to, metadata, feature engagement metrics, session frequency, input behavior, preferences, and usage patterns.

Usage Data may be used to improve Platform functionality, enhance user experience, monitor security and performance, and support internal analytics or commercial insights.

Such data will be handled in accordance with our Privacy Policy, and, where required by applicable law, relevant privacy and data protection regulations.

6. Brokerage API Connections

Users may connect their trading accounts at Supported Brokerages through the Platform by utilizing the respective brokerage's API.

The inclusion of a brokerage's API via Structured, Predefined API Requests, its presence within the Platform, or any related attribution does not imply any endorsement, partnership, joint venture, franchise, or agency relationship between OptiView and any Supported Brokerage. OptiView operates independently and is not a brokerage firm. OptiView does not receive any form of compensation, monetary or otherwise, for including any brokerage as a Supported Brokerage.

Any Modeled Outputs presented by the Platform are independent of, and have no bearing on, the routing, acceptance, execution, or outcome of any communication with a brokerage; such Modeled Outputs are educational only and shall not be construed as instructions or recommendations.

Structured, Predefined API Requests are standardized, non-customized code structures made available by OptiView, which Users may populate with their own input to communicate directly with their brokerage. Such communication may include, but is not limited to:

- Generating resources,
- Accessing resources,
- Editing resources,
- Deleting resources,
- Requesting Data,
- Receiving Data, or
- Sending Data.

All such communication occurs exclusively between the User and the User's brokerage, without any:

- Intermediary role,

- Pre-transmission validation,
- Facilitation,
- Inducement,
- Encouragement, or
- Proxying by OptiView.

Accordingly, OptiView cannot and does not guarantee the accuracy, completeness, appropriateness, security, or timely transmission or receipt of any Structured, Predefined API Requests or the information they transmit. It is at all times the User's sole responsibility to verify all interactions with their brokerage, including, but not limited to, whether requests were received, accepted, and acted upon as intended.

No representation or warranty, express or implied, is made by OptiView regarding the efficacy, reliability, or outcome of any such API-based interaction.

OptiView reserves the right, at its sole discretion, to modify or discontinue API-based access or supported functionality for any Supported Brokerage at any time, without prior notice.

6.1 Malicious Activities

In connection with enabling access to the User's trading accounts at Supported Brokerages, You and OptiView may receive, store, and transmit authentication tokens necessary for establishing and maintaining such connections. If obtained by an unauthorized third party, these tokens could potentially be misused to perform malicious activities, including but not limited to:

- Impersonating the User in communications with the User's brokerage,
- Accessing sensitive account or personal information,
- Retrieving market data, and
- Initiating or modifying trades.

While OptiView implements technical, procedural, and organizational safeguards that it deems appropriate, it cannot guarantee absolute protection against unauthorized access or misuse of such tokens or related data.

By using the Platform, You acknowledge and accept these inherent security risks and release OptiView from any and all liability arising from unauthorized access, data breaches, or malicious activities resulting from compromised tokens or system vulnerabilities.

6.2 Costs and Limits

Brokerages, their affiliates, or third-party vendors may impose additional costs or usage limitations related to API access. These may include, but are not limited to, data access fees, transaction charges, rate limits, or subscription requirements.

OptiView is not a party to any agreements between the User and the User's brokerage or any third-party service provider. Accordingly, OptiView makes no guarantees regarding the visibility, disclosure, accuracy, or communication of such fees or limitations within the Platform.

It is the User's sole responsibility to consult their brokerage or third-party vendor for a complete understanding of all applicable charges, terms of use, and operational constraints.

OptiView disclaims all liability for any issues or losses arising from the use of brokerage APIs, including but not limited to:

- Technical failures or malfunctions,
- Bugs or integration issues,
- Temporary or permanent outages, or
- Incomplete or delayed data transmission.

By using API functionality to connect with a brokerage, the User acknowledges and accepts these limitations and assumes full responsibility for any consequences, whether direct or indirect, that may result from such use.

7. Duties and Restrictions

7.1 User Eligibility and Obligations

By using the OptiView Platform and Services, the User represent and warrant that:

- The User is of legal age and has the capacity to enter into a binding agreement under the laws of Switzerland and any other applicable jurisdiction;
- The User is not a person barred from accessing or using the Services under any applicable laws or regulatory restrictions;
- The User is a resident of a Supported Country;
- The User is using the Platform strictly in a personal, non-commercial capacity and is not registered or qualified with any securities or commodities regulatory authority, including but not limited to the U.S. Securities and Exchange Commission (SEC), the Commodity Futures Trading Commission (CFTC), the Financial Industry Regulatory Authority (FINRA), or any foreign equivalent (such as FINMA in Switzerland); and
- The User is not receiving compensation, commissions, or any economic benefit tied to the use of the Platform or any trading activity.

The User agrees to:

- Provide accurate, current, and complete information during account registration ("Registration Data");
- Maintain and promptly update Registration Data to ensure it remains accurate and complete at all times.

If OptiView has reasonable grounds to believe that any information the User has provided is untrue, inaccurate, outdated, or incomplete, it reserves the right to suspend or terminate the User's account and refuse current or future access to the Platform or Services.

The User acknowledges that:

- OptiView is a visualization tool for educational purposes only;

- Modeled Outputs are hypothetical, educational illustrations of model behavior and are not predictions of actual performance;
- Real-world outcomes will almost certainly differ, often materially, from Modeled Outputs;
- OptiView does not provide analysis of the value, performance, or suitability of any security, forecasts, evaluations, investment advice, recommendations, or solicitations to engage in any specific trade decision or strategy;
- Torr.o is not licensed or supervised by any financial market regulator, including the SEC, CFTC, FINRA, or FINMA; and
- Use of the Platform does not create any advisory, brokerage, or fiduciary relationship between the User and Torr.o.

By using the Platform, the User agrees not to represent any Modeled Outputs as forecasts, price targets, or guarantees, and not to rely on Modeled Outputs as the basis for any investment decision.

7.2 Account Security

The User is responsible for safeguarding the confidentiality and use of the User's account credentials, including the User's username, email address, and password. The User accepts full responsibility for all activities that occur under the User's account, whether or not authorized by them.

The User agrees to:

- Immediately notify OptiView of any unauthorized use of the User's account or any breach of security;
- Ensure that the User logs out from the User's account at the end of each session.

OptiView shall not be liable for any loss or damage arising from the User's failure to comply with these security obligations.

7.3 Prohibited Conduct

The User agrees not to engage in any of the following activities:

- Sell, resell, rent, sublicense, or lease the Platform or Services, whether in part or in full;
- Use the Platform to store, transmit, or distribute unlawful, harmful, offensive, or infringing material, including any content that violates third-party rights;
- Interfere with or disrupt the integrity, availability, or performance of the Platform or any associated systems;
- Attempt to gain unauthorized access to the Platform, connected brokerage APIs, or any related systems or networks;
- Reverse engineer, decompile, or disassemble any part of the Platform, its software, or documentation;
- Use the Platform to build, support, or enhance any product or service that competes, directly or indirectly, with OptiView, or copy any features, designs, structures, or functionality for competitive purposes.

Violation of these duties or restrictions may result in immediate suspension or termination of access, at OptiView's sole discretion, and may further expose the User to civil or criminal liability under applicable law.

8. Indemnification

The User agrees to indemnify, defend, and hold harmless OptiView, its affiliates, shareholders, officers, directors, employees, agents, representatives, successors, and assigns (the "Indemnified Parties") from and against any and all losses, liabilities, damages, deficiencies, costs, or expenses (including reasonable legal and investigative fees) arising out of or related to:

- the User's use of the Platform,
- the User's use of the API,

- any breach of these Terms by the User, or
- any misrepresentation or misconduct by the User in connection with brokerage integrations.

This obligation shall survive the termination or expiration of the User's use of the Services.

9. Governing Law and Jurisdiction

These Terms, and any dispute, controversy, or claim arising out of or in connection with them, including their formation, interpretation, validity, enforceability, or termination (whether contractual or non-contractual), shall be governed by and construed in accordance with the laws of Switzerland, without regard to its conflict of law principles.

The Parties agree to submit to the exclusive jurisdiction of the competent courts of the Canton of Zug, Switzerland, for the resolution of any disputes arising from or relating to these Terms or the use of the Platform.

Each Party irrevocably waives any objection to the jurisdiction or venue of such courts, including objections based on inconvenient forum, to the extent permitted under applicable law.

9.1 Dispute Resolution

THIS SECTION APPLIES TO ALL USERS WHO RESIDE IN A JURISDICTION WHERE SUCH WAIVERS AND AGREEMENTS ARE ENFORCEABLE UNDER APPLICABLE LAW. BY ACCEPTING THESE TERMS, YOU AND TORRO EXPRESSLY WAIVE:

- THE RIGHT TO A TRIAL BY JURY, and
- THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION.

If You have a dispute with Torr.o, You agree to first notify Us in writing, providing a detailed description of the issue. The Parties will then make reasonable efforts to resolve the dispute amicably and in good faith through informal discussions.

If no resolution is reached within 90 days of written notice, the Parties agree to attempt to resolve the dispute through confidential, non-binding mediation conducted in Zug, Switzerland, or another mutually agreed location, with a neutral mediator appointed by mutual agreement or, failing that, in accordance with the mediation rules of a recognized institution.

The cost of the mediator shall be shared equally by the disputing Parties. Mediation is a condition precedent to arbitration. No arbitration may be initiated unless and until the Parties have first attempted to resolve the dispute through mediation for at least 90 days of the first mediation hearing in accordance with the process described above.

Only if mediation is unsuccessful, the dispute shall be resolved through individual arbitration. You agree to bring any such claim solely in Your individual capacity, and not as a plaintiff, class member, or class representative in any class, collective, consolidated, or representative proceeding.

9.2 Survival

The provisions of this section, including the agreements and waivers outlined above, shall survive termination or expiration of Your use of the Services. They shall also apply to each Party's agents, employees, subsidiaries, predecessors, successors, beneficiaries, and assigns.

10. Disclaimer

10.1 Regulatory Status Disclosure

OptiView is a visualization platform designed solely for informational and educational purposes. It does not receive compensation linked to orders or trades. The

platform enables users to explore publicly available market data and construct theoretical trade structures. OptiView does not provide:

- Analysis of the value, performance, or suitability of any security;
- Investment advice, portfolio management, or personalized financial recommendations;
- Forecasts, evaluations, or inducements to buy, sell, or hold securities; or
- Encouragement to engage in any specific financial strategy or decision.

U.S. Regulatory Status

Torr.o is not registered as an Investment Adviser or Commodity Trading Advisor with the U.S. Securities and Exchange Commission (“SEC”), the Commodity Futures Trading Commission (“CFTC”), the National Futures Association (“NFA”), or any state securities authority. Torr.o does not provide investment advice, issue recommendations, or evaluate the suitability of securities. All visualizations are factual and non-evaluative in nature. Torr.o does not issue or promulgate analyses or reports. Torr.o receives no compensation linked to visualizations, orders, or trades.

Torr.o is not registered as a Broker, Broker-Dealer, or Introducing Broker with the SEC, the Financial Industry Regulatory Authority (“FINRA”), the CFTC, the NFA or any state securities authority. Torr.o does not effect securities transactions for others, transmit or execute orders, or engage in revenue-sharing, payment for order flow, or any trade-facilitation agreements. All trade-related activity occurs directly between the User and the User’s brokerage and all tools provided are for visualizing data in a non-evaluative, informational context.

Torr.o is not registered with the CFTC or the NFA as a Futures Commission Merchant. Torr.o does not solicit, execute, guarantee, or clear futures or securities transactions. Torr.o does not accept or transmit orders, nor does it offer margin, custody, or leverage services of any kind.

Swiss Regulatory Status

Torr.o is not registered with the Swiss Financial Market Supervisory Authority (“FINMA”) as a Financial Services Provider under the Federal Act on Financial

Services ("FinSA"). Torr.o does not offer custody, brokerage, market-making, or financial intermediation services. Torr.o does not manage funds, grant loans, or transmit orders. Torr.o does not provide investment advice. All trade execution is carried out independently by the User through their chosen brokerage.

General Legal Disclosures

All actions related to trading or investment are initiated solely by the User via their brokerage account. OptiView does not solicit, induce, or facilitate specific transactions and does not act as an agent or intermediary for any broker or dealer.

The availability and legality of the platform may vary by jurisdiction. It is the User's sole responsibility to ensure compliance with all applicable laws and regulations in their country of residence.

Any capitalized terms not defined herein shall have the meaning ascribed to them under the Securities Exchange Act of 1934, the Investment Advisers Act of 1940, the by-laws of FINRA, the CFTC's definitions, and FinSA.

10.2 No Warranties

OptiView, along with all information, content, materials, and functionality made available through the Platform and the Services, is provided on an "as is" and "as available" basis. OptiView makes no representations or warranties of any kind, expressed or implied, including, but not limited to, the accuracy, reliability, timeliness, completeness, merchantability, fitness for a particular purpose, or non-infringement of any content or functionality provided through the Services. It also disclaims all liability arising from misinterpretation, omissions, misrepresentation (intentional or otherwise), or any resulting trading activity undertaken without full understanding of the instruments involved. This applies regardless of whether the information in question was unavailable, omitted, overlooked, disregarded, or misunderstood by the User.

OptiView does not warrant that the Platform or Services will be uninterrupted, secure, error-free, or free from defects, viruses, or other harmful components. The User acknowledges that the Platform may be suspended or discontinued at any time, without notice, in accordance with these Terms.

Any content downloaded or obtained through the Platform is accessed at the User's own discretion and risk. The User assumes sole responsibility for any damage to the User's systems, loss of data, or other harm resulting from such use.

10.3 Investment Decisions and Trading

Trading and investment activities involve substantial risks. Decisions to buy, sell, hold, or otherwise transact in securities, including options and derivatives, should only be made after consulting with a qualified financial advisor. Trading, and particularly day trading, can lead to significant or total financial loss. In options trading, losses may exceed the initial investment.

OptiView does not provide financial, investment, legal, tax, or other professional advice. Any information presented through the Platform is for informational, and educational purposes only and should not be relied upon for investment decisions.

Under no circumstances shall OptiView be held liable for any losses or damages resulting from any trading or investment activity undertaken by the User based on any information obtained through the Platform or Services.

10.4 Hypothetical, Modeled and Backtested Data

Modeled Outputs are hypothetical and provided solely for educational purposes to illustrate the behavior of the models described in the Financial Theory Documentation. Modeled Outputs are not predictions, price targets, valuations, or fair value estimates and may be constructed with the benefit of hindsight or static assumptions. Modeled Outputs do not reflect, and may fail to account for, among other things, market microstructure effects, bid-ask spreads, liquidity constraints, execution quality, slippage, commissions, fees, taxes, financing and margin requirements, volatility regime shifts, corporate actions, or operational constraints.

Real-world outcomes will almost certainly differ, often materially, from Modeled Outputs. Modeled Outputs should not be relied upon as a basis for any investment decision, nor as a substitute for independent research, professional advice, or real-time market data from regulated sources.

10.5 Limitation of Liability

To the maximum extent permitted by law, the User expressly understands and agrees that OptiView, its affiliates, subsidiaries, officers, directors, employees, agents, partners, licensors, and successors shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including, but not limited to, damages for loss of profits, savings, goodwill, use, data, business interruption, or other intangible losses, even if OptiView has been advised of the possibility of such damages or if such loss or damage could have been reasonably foreseen, arising from or relating to:

- The use of, inability to use, or reliance on the Platform, Services, or related software or systems;
- Any modification, price change, suspension, or discontinuation of the Platform or Services;
- The disclosure, alteration, or deletion of user data or content;
- Unauthorized access to or alteration of transmissions or stored data;
- Any failure to transmit or store content or data through the Platform;
- Conduct or statements of any third party on or through the Platform;
- Or any other matter relating to the use of the Platform or Services.

10.6 Affiliation

OptiView may engage in affiliated marketing or promotional campaigns, which is done by embedding tracking links into the Platform.

11. General

11.1 Severability

If any provision of these Terms (in whole or in part) is held to be invalid, illegal, or unenforceable by a competent authority, the remaining provisions shall remain valid and enforceable. The affected provision shall be modified only to the extent necessary to make it enforceable while preserving its original intent.

11.2 Waiver

No failure or delay by either Party in exercising any right or enforcing any provision of these Terms shall constitute a waiver of such right or provision. Any waiver must be expressly stated in writing to be effective.

11.3 Entire Agreement

These Terms constitute the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, representations, and understandings, whether oral or written. No Party shall be bound by any representation or warranty not expressly set forth herein.

11.4 Headings

The headings appearing in these Terms are inserted only as a matter of convenience and as a reference, and in no way define, limit or describe the scope or intent of the applicable clause or these Terms.

11.5 Enforceability and Force Majeure

If any provision of these Terms is held unenforceable, the remainder shall remain in full force and effect. Neither Party shall be liable for failure or delay in the

performance of its obligations due to events beyond its reasonable control, including but not limited to natural disasters, pandemics, war, cyberattacks, regulatory actions, or service disruptions caused by third parties.

11.6 Electronic Signature and Version Control

These Terms are executed and accepted electronically. The User agrees that continued use of the Platform constitutes binding acceptance of the most current version of these Terms, which are made available at all times on the Site. OptiView may update the Terms from time to time, and such updates shall become effective upon publication. It is the User's responsibility to review the Terms periodically.

11.7 Corrections

These Terms may contain typographical errors, inaccuracies, or omissions, including but not limited to errors in descriptions, availability, or other content.

We reserve the right to correct any such errors, inaccuracies, or omissions, and to change or update information on the Terms at any time without prior notice.

12. Contact

For questions about these Terms, send an e-mail to

operations@torr-o.com,

or mail

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c/o Domiix.ch GmbH
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Switzerland.*