Terms and Conditions for OG Connect

Last Updated: 5 April 2024

Welcome to OG Connect, a platform dedicated to connecting startups with investors (the "Service"). The Service is operated by Ocula Group ("us", "we", or "our"). These Terms and Conditions ("Terms") govern your access to and use of our Service and outline the legal obligations and rights between you and OG Connect. By accessing or using the Service, you agree to be bound by these Terms and any additional terms and conditions that are referenced herein or that otherwise may apply to specific areas of the Service. If you do not agree to all of these terms, do not use the Service.

1. Use of the Service

Eligibility

You must be at least 18 years old to use the Service. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years old; (b) you have not previously been suspended or removed from the Service; and (c) your registration and your use of the Service is in compliance with all applicable laws and regulations.

Account Registration

To access certain features of the Service, you must register for an account. When you register for an account, you may be required to provide us with some information about yourself, such as your email address or other contact information. You agree that the information you provide is accurate and that you will keep it up-to-date at all times.

User Conduct

You are responsible for all activities that occur under your account. You may not use the Service in any manner that could damage, disable, overburden, or impair our servers or networks, or interfere with any other party's use and enjoyment of the Service.

2. Content and Intellectual Property

User Content

Users of the Service may post, upload, publish, submit or transmit content and materials, including but not limited to profiles, messages, notes, text, information, and project descriptions (collectively, "User Content"). By making available any User Content on or through the Service, you hereby grant to OG Connect a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such User Content.

Our Content

Except for User Content, all content made available through the Service, including texts, logos, graphics, photographs, trademarks, and other materials is the property of OG Connect or its licensors and is protected by copyright and other intellectual property laws.

3. Disclaimers and Limitation of Liability

The Service is provided "AS IS" and "AS AVAILABLE." We disclaim all representations and warranties, express, implied, or statutory, not expressly set out in these terms. In no event will Ocula Group be liable for any indirect, special, incidental, punitive, exemplary, or consequential damages, including for loss of profits, goodwill, or data, in connection with, or otherwise resulting from, any use of the Service.

4. Indemnification

You agree to indemnify and hold harmless Ocula Group and its officers, directors, employees, and agents from and against any claims, charges, damages, losses, expenses, and liabilities, including legal fees and expenses, arising out of or related to (a) your use or misuse of the Service; (b) your breach of these Terms; (c) your violation of any law, regulation, or rights of a third party, including but not limited to intellectual property rights; or (d) your User Content. This indemnification obligation will survive the termination of these Terms and your use of the Service.

5. Changes to the Terms

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

6. Termination

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms. If you wish to terminate your account, you may simply discontinue using the Service. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

7. Governing Law

These Terms shall be governed and construed in accordance with the laws of Andorra, without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

8. Dispute Resolution

Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Andorra.

9. Feedback and Contact Information

We welcome any feedback, comments, and suggestions for improvements to the Service ("Feedback"). You can submit Feedback by emailing us at hi@oculagroup.com. If you have any questions about these Terms or the Service, please contact us at hi@oculagroup.com.

By using OG Connect, you acknowledge that you have read and understood these Terms and Conditions and agree to be bound by them.