

# UniGana Terms and Conditions

## General Member Agreement

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### Introduction

Welcome to UniGana! This document, referred to as the “Terms and Conditions” (hereafter “Terms”), governs your use of the UniGana platform. This platform technology based referral and rewards program developed by Road 9, Inc., a technology company based in the U.S. In this document, “UniGana” refers both to the platform itself and to the operating companies Road 9, Inc. and Road 9 VASP, S. de R.L. de C.V., collectively operating under the trade name “UniGana.”

UniGana is designed to enhance the adoption and usage of the Okey Cash Card, which is represented by Soluciones Digitales Desc, S.A.P.I. de C.V. (“Desc”), and processed by Bahu Processing, LLC (“Bahu”). The Okey Cash Card is issued by Pathward®, N.A., under a license from MasterCard® International Incorporated.

By registering an account, engaging with, and utilizing the services offered through UniGana, you agree to be bound by these Terms. These Terms establish a contractual relationship between you and Road 9, Inc., henceforth referred to as “UniGana.” If you do not agree to these Terms, you should refrain from accessing or using the UniGana services.

This agreement outlines your rights and responsibilities along with what you can expect while using UniGana. It is crucial that you read these Terms carefully as they constitute the legal agreement between you and UniGana regarding your participation in the program.

Please be aware that the use of the Okey Cash Card is also subject to the terms set by Desc, the privacy policies of Bahu Processing, LLC, and the issuing conditions of Pathward®, N.A.

We strongly encourage you to review this agreement thoroughly. Should you have any questions or need further clarification about these Terms, please contact us at [info@unigana.com](mailto:info@unigana.com) before using the UniGana platform.

### Definitions

For clarity and precision in understanding these Terms and Conditions, the following definitions apply:

- **“UniGana”** refers to both the rewards and referral platform and the trade name (DBA) of Road 9, Inc. and Road 9 VASP, S. de R.L. de C.V., the entities responsible for developing and operating the platform.

- **“User” or “Member”** denotes any individual or entity that registers and actively uses the UniGana platform, applicable to members both in Mexico and the United States.
- **“Okeey Cash Card”** signifies the prepaid MasterCard promoted through UniGana, managed by Desc, processed by Bahu, and issued by Pathward®, N.A.
- **“Road 9, Inc.”** is the U.S.-based technology company; “Road 9 VASP, S. de R.L. de C.V.” refers to its Mexican counterpart involved in the UniGana platform operations.
- **“Desc” or “Soluciones Digitales Desc, S.A.P.I. de C.V.”** is the entity representing the Okeey Cash Card.
- **“Bahu” or “Bahu Processing, LLC”** acts as the back processor for the Okeey Cash Card.
- **“Ganas”** are reward points members earn through referrals and usage of the Okeey Cash Card within UniGana.
- **“Ganacuates”** are members located in Mexico who recruit new members from the US and Mexico, but are not themselves eligible to obtain an Okeey Cash MasterCard. They play a key role in expanding the network by bringing in new US members through referrals.
- **“Ganarbols”** are members in the US who have been referred by other members and are eligible to obtain the Okeey Cash MasterCard. These members can also recruit new members from either the US or Mexico, contributing to the growth of the referral network.
- **“Ganasocios”** designates partner individuals and organizations tied to UniGana with missions to support the platform’s user base.
- **“Ganagentes”** are coordinators within UniGana who leverage their networks to broaden the platform’s reach and drive recruitment.
- **“Ganaquipos”** describes members recruited directly by Partners or Coordinators to work with them to broaden the UniGana membership.

These definitions are provided to ensure that all parties fully understand their rights and responsibilities under these Terms and Conditions.

## Eligibility and Account Registration

### Eligibility

To register and create an account on the UniGana platform, you must meet the following criteria:

- **Age:** Be at least 18 years old or the age of majority in your jurisdiction of residence, whichever is greater.
- **Residency:** Reside in a country where UniGana is legally permitted to operate, specifically within the United States or Mexico.
- **Accuracy of Information:** Provide truthful, accurate, and complete registration information and continually update this information to maintain its accuracy.

### Account Registration

When registering an account with UniGana, you are required to submit:

1. **Personal Information:** Enter your personal details, including your name, country, city, state, phone number, and email address.

2. **Contact Preferences:** Choose your preferred method of communication during the registration process.
3. **Password Creation:** Generate a secure password to ensure the protection of your account.
4. **Authorization:** Agree to allow UniGana to contact you and your referrals using the provided contact information for any necessary communication related to the platform's operations.
5. **Referrals:** Use the platform's tools to invite other individuals to join UniGana, thereby facilitating the growth and effectiveness of the referral network.

## Account Security

- You are responsible for safeguarding the confidentiality of your account credentials, including your password.
- You must notify UniGana immediately of any unauthorized use of your account or any other breach of security.
- UniGana is not liable for any loss or damages resulting from your failure to comply with these security obligations.

## Communication Consent

By registering, you consent to receive electronic communications from UniGana pertaining to your account and activities related to the platform. These communications may include administrative messages, updates, promotional information, and news about UniGana services.

## Account Deactivation

- You may deactivate your account at any time through the account settings on the UniGana platform or by contacting our support team at [info@unigana.com](mailto:info@unigana.com).
- Deactivation of your account will terminate your access to the platform and all associated services immediately.
- It is important to understand that deactivating your account may lead to the loss of any accumulated rewards or network connections unless otherwise specified by UniGana policies.

# Privacy Policy

## Data Collection

UniGana collects personal information to facilitate your use of the platform and to enhance our services. We collect the following types of information:

- **Personal Identification Details:** Such as your name, address, email address, and phone number.
- **Transaction Details:** Basic details of transactions made using the Okey Cash Card, including dates and amounts.

- **Referral and Activity Information:** Data generated from your activities on the platform, including referral data, the status of referrals, invitations sent, follow-up communications, and Ganas earnings.

## Use of Information

The information collected is utilized in the following ways:

- **Account Management and Support:** To manage your account effectively and provide personalized customer support.
- **Transaction Processing and Earnings Calculation:** To accurately process transactions and calculate reward earnings from referrals.
- **Communication:** To keep you informed about your account status, service changes, promotional offers, and more.
- **Platform Enhancement:** To continuously improve the platform's functionality and user experience.

## Data Sharing

UniGana shares your information with the following entities:

- **Business Partners:** Including Desc and Bahu, to facilitate the operations and management of the Okey Cash Card.
- **Legal Authorities:** When required by law or to protect the rights, property, or safety of UniGana, our users, or others.
- **Third-party Service Providers:** Who perform essential services on our behalf, such as data processing, system maintenance, and reward brokers.

## Data Security

UniGana employs robust security measures to protect your information against unauthorized access, alteration, disclosure, or destruction. These measures include:

- **Encryption:** To safeguard your personal data during transmission.
- **Firewalls and Secure Server Facilities:** To prevent unauthorized access to our network and data.

## Data Breach Notification

In the unlikely event of a security breach that compromises your personal information, UniGana will promptly notify you in accordance with applicable legal requirements. We are committed to taking immediate and appropriate actions to mitigate any potential risks and to provide you with information on how to protect yourself from further harm.

## User Rights

As a user, you are entitled to:

- **Access:** View the personal information we hold about you.

- **Correction:** Update or correct inaccuracies in your information.
- **Objection:** Object to the processing of your personal data under certain circumstances.
- **Deletion:** Request the deletion of your personal information when it is no longer necessary for our processing.

## Changes to the Privacy Policy

UniGana reserves the right to modify this Privacy Policy at any time. Any changes will take effect immediately upon posting on the platform. By continuing to use the platform after these changes, you accept the revised Privacy Policy.

## Contact Information

If you have any questions or concerns about this Privacy Policy or your personal information's treatment, please contact us at [info@unigana.com](mailto:info@unigana.com). We are committed to resolving any concerns to ensure your satisfaction with our services.

## User Responsibilities

### General Conduct

As a user of the UniGana platform, you are expected to use the services responsibly and ethically. You agree to:

- Not engage in any activities that would disrupt, damage, or negatively affect the operation or performance of the platform or any other user's experience.
- Comply with all applicable laws, including those concerning reward based programs, privacy, data protection, and online conduct.

### Account Use

You are responsible for all activities that occur under your account. This includes safeguarding your account password and access credentials. You must:

- Ensure the accuracy and confidentiality of the personal information you provide on the platform.
- Notify UniGana immediately of any unauthorized use of your account or any other breach of security.

### Prohibited Activities

The following activities are explicitly prohibited on the UniGana platform:

- Using the platform for any fraudulent or illegal purpose.
- Manipulating the referral system to generate undue rewards.
- Creating multiple accounts for the purpose of abusing the system or earning multiple rewards inappropriately.
- Misrepresenting information in any way during the referral or registration processes.

## Content Ownership and Copyright

You acknowledge that all content provided on the UniGana platform, including texts, graphics, logos, and software, is owned by Road 9, Inc. or its partners and is protected by copyright and intellectual property laws. You may not:

- Copy, modify, distribute, sell, or lease any part of our services or included software.
- Use any automated means or interface not provided by UniGana to access the platform or extract data.

## Communication with Other Users

In using UniGana to communicate with other users, such as sending invitations or messages, you agree to:

- Conduct all communications in a respectful and lawful manner.
- Not engage in spamming, sending unsolicited communications, or using the platform to harass other users.
- Ensure that you have the consent of the individuals whose contact information you provide. You are responsible for ensuring that you know the person and have permission to submit their name and phone number to the UniGana platform for referral purposes.
- Acknowledge that UniGana will reach out on your behalf to the contacts you provide, and you must ensure the accuracy of the information submitted.

## Reporting Violations

If you become aware of any misuse of the platform or any security breach in the platform's operation, you are encouraged to report this to UniGana immediately to help maintain the integrity and security of the service.

## Rewards, Earnings, and Associated Costs (Ganas)

### Earning Ganas

#### How Ganas are Earned

Ganas are reward points that members earn through active participation on the UniGana platform, specifically by building and expanding their referral networks and through purchase transactions made by network members. Here's how you can earn Ganas:

- **Referral Network Development**
  - **US Referrals (Ganarbols)**
    - Earn Ganas by referring new members in the US who sign up for an Okey Cash account. These members become the initial members of your referral network, known as your "Ganarbols."
  - **Mexican Referrals (Ganacuates)**

- If you refer a member in Mexico (Ganacuate), you also earn Ganas from all their successful US referrals and the subsequent five levels of network expansions. This significantly broadens your referral network and increases your earning potential.
  - **Expansion of Network**
    - Your reward network includes your direct referrals and extends through five additional levels of network expansion. As your network grows, so does your opportunity to earn Ganas.
- **Transaction-Based Earnings**
  - You earn Ganas from all purchase transactions made by you or anyone within your referral network who uses their Okey Cash cards. Every time you or a member of your network makes a purchase, you receive a percentage of the merchant fee, which is shared by UniGana with its members.

## Calculation of Ganas

- **Basis of Calculation**
  - **Commission System:** Ganas are calculated using a commission-based system, with basis points serving as the unit of measurement.
  - **Basis Points:** One basis point represents 0.01% of the transaction value.
- **Earning Ganas**
  - **Earning Basis Points:** Members earn 2.5 basis points on each eligible purchase transaction within their network.
  - **Qualification Criteria:** To qualify, the transaction must be one where UniGana receives an interchange fee from the merchant via MasterCard. This fee is part of the payment processing agreement with merchants and is essential for a transaction to contribute to Ganas accrual.
  - **Ineligible Transactions:** Transactions that do not meet this criterion are deemed ineligible and do not contribute to Ganas calculations. Examples of ineligible transactions include, but are not limited to:
    - **ATM Withdrawals:** Transactions involving cash withdrawals at ATMs
    - **Fund Transfers:** Transactions that are categorized as fund transfers between accounts
    - **Card Fees:** Fees associated with the Okey Cash MasterCard itself.
- **Criteria for Earning Ganas**
  - **Activation of Okey Cash Mastercard:** To earn Ganas, eligible members must apply for, receive, and activate their Okey Cash Mastercard.
  - **Scope of Earning:** Members who have activated their Okey Cash cards earn Ganas from their own purchases and from purchases made across six levels of their referral network: the initial referral (directly referred member) plus five additional layers of referrals. Members without an Okey Cash MasterCard are ineligible to earn Ganas from their own purchases and can only earn from members within the six levels of their referral network who use their Okey Cash cards.
- **Mechanism of Accrual**
  - **Accumulation of Points:** Ganas accrue every time an eligible transaction occurs within a member's network. They accumulate over a month on the

UniGana platform and are released on the fifth day of the following month for Ganarbols and Ganacuates, provided the member has met that month's eligibility requirements within the UniGana platform.

- **Special Member Types:** For special member categories such as Ganasocios, Ganagentes, and Ganaquipos, the method of accruing and receiving Ganas differs and is based on the specific contract they have with UniGana. The basis points earned by these member types may also vary depending on their contractual agreements. This process is managed differently from traditional user types, allowing for customized earning structures tailored to their unique roles and contributions within the UniGana platform.

## Tracking and Reporting Ganas

- **Display and Updates**

- **Daily Tracking:** Potential or Growing Ganas are displayed in the member's account dashboard and are updated daily to reflect new earnings and any necessary adjustments.
- **Adjustments for Negative Transactions:** If there are any negative transactions, reversals, or chargebacks, the Potential Ganas will be adjusted accordingly. Such adjustments ensure that Ganas accurately reflect the net earnings from eligible transactions.
- **Earnings Breakdown:** Members have access to details about their network and Ganas earnings on the platform. Earnings are categorized by referral level and individual contributors, providing a detailed view of the sources and patterns of their earnings.

## Eligibility to Earn Ganas

- **Meeting Eligibility Criteria**

- Members must meet specific eligibility criteria each month to convert Potential or Growing Ganas into Available Ganas. These criteria typically involve achieving a minimum number of successful referrals or reaching specified spending thresholds on the Okey Cash Card, depending on the account type. Failure to meet these criteria may result in the forfeiture of Potential or Growing Ganas for that month.

- **Accessing Eligibility Information**

- Detailed information about eligibility requirements is readily accessible through the User Dashboard. This transparency allows members to verify their compliance with the program's requirements.

- **Crediting of Ganas**

- Upon satisfying the eligibility criteria, Potential or Growing Ganas are converted to Available Ganas and credited to the members' accounts. This conversion occurs at the end of the month and is followed by a five-day processing period to accommodate verifications and any necessary adjustments. Please note that this processing time may change based on operational needs or other factors.



## Redemption of Ganas

- **Options for Redemption**
  - **Redeemable Services and Products:** Ganas can be redeemed for a variety of services and products offered through UniGana, which are provided by third-party companies. While UniGana facilitates these reward brokers, it cannot be held responsible for any failures or issues in service provision by these third parties.
  - **Resolution of Issues:** UniGana will work with the provider to resolve any issues as quickly as possible. In the event of a failure in the redemption process, UniGana will ensure that all Ganas are properly maintained and credited back to the user's account if rewards cannot be redeemed.
- **User Input Responsibility**
  - All product redemptions require accurate user input. Neither UniGana nor third-party providers can be held responsible if the user inputs incorrect, invalid, or incomplete information. In such cases where rewards cannot be delivered or maintained due to user error, UniGana will not refund Ganas, nor will the reward broker be held responsible.
- **Transparency in Redemption**
  - Redemption options and their required Ganas values are clearly listed on the platform. Adjustments to Ganas balances are made immediately upon redemption. Refunds are issued for any unsuccessful purchases, ensuring transparency and member satisfaction.
- **Account Activity and Expiration**
  - If there is no activity in a user's UniGana account for six consecutive months, including no logins to the system, the user's Ganas may expire, and the account may be disabled. Members are encouraged to remain active to prevent the expiration of their Ganas and potential account deactivation.
- **Sharing Ganas**
  - UniGana members have the ability to "share Ganas" with other active members. To share Ganas, both the sender and the recipient must be active members of UniGana. When you share your Ganas with another member, it is a non-returnable transfer. This means that your Ganas balance is reduced by the amount shared, and the recipient's balance is increased accordingly. Once transferred, shared Ganas cannot be reclaimed or returned, so members should exercise caution and ensure accuracy when sharing Ganas with others.

## Associated Costs

- **No Monetary Fees by UniGana**
  - UniGana does not charge any membership fees or direct monetary transaction fees. However, certain rewards redeemed through the platform may include surcharges or commissions necessary to facilitate the reward redemptions, which depend on the reward broker and the individual reward. Members should note that not all prices of rewards on the system are the same as market prices outside of the system.
- **Surcharges in Ganas**

- Surcharges, which may be assessed by UniGana, the broker representing the reward, or the company providing the reward, are paid entirely in Ganas. All surcharges and their Ganas costs are clearly disclosed at the point of redemption to ensure full transparency.

## Separate Fees by Okey Cash

- **Independent Fee Structure:** Fees associated with the use of the Okey Cash Card are not charged by UniGana but are applicable for US members using the card. These costs are handled entirely within Okey Cash and are independent of UniGana.
- **Transparency of Fees:** All applicable fees are detailed on both the UniGana and Okey Cash websites to ensure transparency and help users understand any potential additional costs. Users are encouraged to review these fees to fully understand the financial obligations associated with using the Okey Cash Card.

## Changes in Ganas Policy

- **Right to Modify Terms**
  - UniGana reserves the right to modify the terms of earning, redeeming, and the surcharges related to Ganas at any time. These modifications may be necessary due to changes in operational needs, market conditions, or regulatory requirements.
- **Communication of Changes**
  - Any changes to the Ganas policy will be communicated to members through their registered emails or directly on the UniGana platform. Notifications will be made in a timely manner to ensure that members are aware of any updates.
- **Acceptance of New Terms**
  - Continued participation in the program following the announcement of changes constitutes acceptance of the new terms. Members are encouraged to regularly review the terms and conditions to stay informed about any updates and ensure compliance with the current program guidelines.

## Intellectual Property Rights

### Ownership

All content on the UniGana platform, including but not limited to text, graphics, illustrations, logos, icons, images, audio clips, digital downloads, data compilations, and software, is the property of UniGana, Road 9, Inc., Road 9 VASP, S. de R.L. de C.V., or its content suppliers, and is protected by United States and international copyright and intellectual property laws. UniGana retains full ownership of all intellectual property rights associated with the software, content, and visual interfaces of the platform. This ownership extends to any enhancements, updates, or modifications made to the platform.

## License to Users

UniGana grants each User a personal, non-exclusive, non-transferable, limited privilege to access and use the platform and services. This license is provided solely for personal and non-commercial use, and any use beyond this scope is strictly prohibited and may result in termination of access and potential legal action.

- **Restrictions**

- Users are expressly prohibited from:
  - Modifying, distributing, transmitting, performing, reproducing, publishing, licensing, creating derivative works from, transferring, or selling any content, software, products, or services obtained from the UniGana platform.
  - Using any framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of UniGana without express written consent from Road 9, Inc.
  - Using any meta tags or any other “hidden text” utilizing UniGana’s name, trademarks, or intellectual property without express written consent from UniGana.
  - Misusing the UniGana services or accessing any service or content not specifically made available to you by UniGana.
  - Attempting to decompile, reverse engineer, disassemble, or otherwise access the source code of any software provided by UniGana.

- **Compliance with Laws**

- Users must comply with all applicable laws, including intellectual property laws, when using the UniGana platform. Any unauthorized use of the platform may violate copyright, trademark, and other laws and could result in civil or criminal penalties.

## Copyright Infringement

If you believe that your intellectual property rights have been infringed upon by our platform, please notify us by sending an email to [info@unigana.com](mailto:info@unigana.com). Include all relevant details, and we will take appropriate actions to investigate and address your concerns, including removing or disabling access to the infringing material where applicable.

## Third-Party Links and Services

### Third-Party Relationships

- **External Links:** UniGana may provide links to third-party websites or services, including those related to rewards brokers. These links are not owned or controlled by Road 9, Inc. or Road 9 VASP, S. de R.L. de C.V. They are offered for convenience and informational purposes only and do not imply endorsement of the website(s) or their content by UniGana.
- **Rewards Brokers:** UniGana facilitates connections to third-party rewards brokers that offer products and services redeemable with Ganas. These brokers operate independently, and UniGana is not responsible for the products or services they provide. Each broker is solely responsible for its offerings and any related issues.

- **Okey Cash and Related Entities:** While UniGana promotes the Okey Cash Card as part of its rewards and referral platform, Okey Cash, Desc, Bahu, Pathward®, N.A., MasterCard, and any associated entities are separate and independent companies. UniGana and Road 9, Inc. are not liable for their actions, policies, or practices. Each entity is responsible for its operations and services.

## Disclaimer of Liability

- **Limitation of Responsibility:** UniGana disclaims any liability for the content, policies, practices, or performance of any third-party websites, services, or rewards brokers. Use of these services is at your own risk. UniGana is not liable for any harm or loss arising from or related to your use of third-party services, including issues of product quality, delivery, or service provision.
- **Independent Terms:** All transactions, communications, or dealings with third-party organizations or rewards brokers found on or through the UniGana platform are solely between you and the third party. It is your responsibility to review and agree to their terms and conditions before engaging with their services.
- **Due Diligence:** Users are encouraged to conduct due diligence before engaging with third-party services. Be aware of each website or service's terms and conditions and privacy policies, especially when redeeming rewards or making transactions.
- **Resolution of Issues:** In case of a dispute or issue with a third-party provider, UniGana will make reasonable efforts to assist in resolving the matter but cannot guarantee a specific outcome.

## Termination and Suspension

UniGana is committed to providing a secure and efficient platform. To maintain the integrity and effectiveness of our services, we may need to terminate or suspend accounts under certain conditions. The following outlines the conditions and effects of termination, whether initiated by UniGana or the user.

### Right to Terminate

- **Account Termination by UniGana:** UniGana reserves the right to terminate or suspend your account and access to the platform at any time, without prior notice or liability, for any reason, including but not limited to a breach of these Terms and Conditions or any suspicious activity. Once your account is terminated, your right to use the platform will immediately cease.
- **Inactivity Provision:** If your account remains inactive for six consecutive months, defined as no logins or interactions with the platform, UniGana reserves the right to disable your account. Before termination occurs due to inactivity, users will receive a warning notification. Inactivity will lead to the forfeiture of any accumulated Ganas and the loss of all network connections and associated benefits.

## User Initiated Termination

- **Voluntary Termination:** If you choose to terminate your account voluntarily, you can do so at any time through the platform. UniGana will delete your data as outlined in the Effects of Termination section.
- **Data Retention:** UniGana will remove all personal data except where retention is required by law. This includes any personal information and transaction history. Due to system requirements, some non-identifiable information related to network structure may remain.
- **Impact on Referral Network:** Your termination will result in the severance of network connections. Any contributions or referrals made will no longer be attributed to you, and associated Ganas will be forfeited.

## Effect of Termination

- **Forfeiture of Ganas:** Upon termination of an account, any unredeemed Ganas will be permanently forfeited. All network connections associated with earning Ganas will be severed, rendering any accrued benefits and potential earnings related to your account null and void.
- **Data Deletion:** Upon termination, whether initiated by you or UniGana, all your personal data will be deleted from our servers, except where legally required to retain certain data. This includes your personal information and transaction history.
- **Referral Network Structure:** Due to the nature of the referral network, remnants of your account, such as referral links or network contributions, may persist within the system. However, UniGana will ensure that all personal data directly associated with your account is deleted, except for data necessary for legal compliance or system integrity.
- **Archival Records:** Some information may remain in our archived records even after your account has been deleted, in compliance with legal requirements and internal data retention policies. Such records will not contain personal information unless required by law.
- **Legal and System Needs:** UniGana will retain only the data necessary for compliance with legal obligations or to maintain system integrity. This includes data essential for auditing, fraud prevention, and fulfilling contractual obligations.
- **Account Reestablishment:** If you wish to reestablish an account after termination, you must re-register and accept the current Terms and Conditions. Reestablished accounts will start anew, with no carryover of previously earned Ganas or network connections.

## Disclaimers and Limitations of Liability

### Service Availability

UniGana strives to provide a high-quality platform, but we do not guarantee that the platform will always be available, uninterrupted, secure, or error-free. Maintenance, updates, or technical issues may occasionally disrupt service. While we aim to minimize downtime and disruptions, we cannot ensure that all services or features will always function as intended.

## Limitations of Liability

To the fullest extent permitted by law, UniGana, including its officers, directors, employees, agents, and affiliates, shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages. This includes, without limitation, damages for loss of profits, data, use, goodwill, or other intangible losses arising from:

- **Access and Use:** Your access to or use of, or inability to access or use, the platform.
- **Third-Party Conduct:** Any conduct or content of any third party on the platform, including third-party links, services, or advertisements.
- **Content Obtained from the Platform:** Any content, information, or services obtained from the platform, whether posted by UniGana or third parties.
- **Unauthorized Access:** Unauthorized access, use, or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence), or any other legal theory, and regardless of whether UniGana has been advised of the possibility of such damages.

Since UniGana is a rewards and referral program that charges no fees for the use of its platform, any liability UniGana might otherwise have is further limited. Users acknowledge that they use the platform at no cost, which contributes to the limitations of UniGana's liability as outlined in this section. Users agree that the lack of financial obligation affects their legal recourse and limits the damages recoverable from UniGana.

## Disclaimer of Warranties

- **"AS IS" and "AS AVAILABLE" Basis:** You expressly understand and agree that your use of the UniGana platform is at your sole risk. The service is provided on an "AS IS" and "AS AVAILABLE" basis, with no warranties of any kind.
- **Disclaimer of All Warranties:** UniGana expressly disclaims all warranties, whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement. UniGana makes no warranty that:
  - The platform will meet your requirements or expectations.
  - The platform will be uninterrupted, timely, secure, or error-free.
  - The results obtained from the use of the platform will be accurate or reliable.
  - Any errors in the software or platform will be corrected.

## User's Responsibility for Use

- **Expectations for Ganas**
  - **No Guarantee of Earnings:** You are solely responsible for any expectations you may have regarding the earning and utilization of Ganas. UniGana makes no guarantee of any reward earnings or specific outcomes from using the platform. The accumulation and redemption of Ganas depend on various factors, including your level of engagement, the activity of your referral network, and compliance with program terms.
  - **Self-Assessment:** Users are encouraged to assess their participation and set realistic expectations about potential rewards. UniGana does not promise or assure

any specific amount of Ganas or success in earning or redeeming rewards. All rewards are subject to availability and eligibility criteria.

- **Risks of Platform Use**

- **Technical Risks:** If there is any damage to your computer system or loss of data that results from the use of the platform or downloading of content from the platform, UniGana shall not be liable. You agree to use the platform at your own discretion and risk. This includes acknowledging potential risks associated with internet use, such as viruses, malware, or other harmful components that may affect your device.
- **Security Measures:** While UniGana implements security measures to protect user data and ensure platform integrity, users are also responsible for maintaining their own security practices. This includes using up-to-date antivirus software and safeguarding personal information to prevent unauthorized access.

- **Compliance with Terms**

- **Adherence to Policies:** You agree to adhere to all UniGana policies, guidelines, and these Terms and Conditions. Failure to comply with these terms may result in the suspension or termination of your account.
- **Personal Responsibility:** It is your responsibility to ensure that your use of the platform complies with all applicable laws and regulations. UniGana is not responsible for any legal issues that may arise from your misuse of the platform.

- **Use of Platform**

- **Discretion and Risk:** Your use of the UniGana platform is at your own discretion and risk. You are encouraged to review and understand these terms thoroughly to make informed decisions about using the platform and participating in UniGana's rewards program.

## Indemnification

### User Agreement to Indemnify

- **General Obligation:** You agree to indemnify, defend, and hold harmless UniGana, its affiliates, licensees, licensors, and their respective employees, contractors, agents, officers, and directors from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising out of or related to:
  - **Use of the Platform:** Your use or access of the UniGana platform, whether by you or any person using your account and password, including any data or content transmitted, uploaded, or stored on the platform.
  - **Breach of Terms:** Any breach or alleged breach of these Terms and Conditions by you, including violations of any representations, warranties, or obligations contained herein.
  - **User Content:** Any content you post, submit, or otherwise make available on the platform, including any claims that such content infringes upon the rights of a third party, including but not limited to intellectual property rights, privacy rights, or proprietary rights.

- **Unauthorized Activities:** Any unauthorized, unlawful, or fraudulent activities conducted by you or through your account, including but not limited to any interactions with other users or third parties through the platform.
- **Third-Party Claims:** Any claim or demand made by a third party due to or arising out of your conduct on the platform, including any interactions or transactions with third-party services or rewards brokers facilitated by UniGana.

## Additional Provisions

- **Defense and Control:** UniGana reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate fully with UniGana in asserting any available defenses.
- **Notification of Claims:** You agree to promptly notify UniGana of any claims or actions that may give rise to an indemnification obligation, providing full details of the nature of the claim and any potential parties involved.
- **Survival of Obligations:** Your indemnification obligations under this section will survive the termination or expiration of your account and these Terms and Conditions.

## Dispute Resolution

### Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of New Mexico, United States of America, without regard to its conflict of law provisions. This means that any legal action or proceeding related to these Terms shall be brought exclusively in the state or federal courts located within the State of New Mexico, and you expressly consent to the jurisdiction of these courts. This provision ensures that any disputes are handled within a jurisdiction familiar with the laws governing these Terms.

### Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms ("Dispute"), you and UniGana agree to first attempt to negotiate any Dispute informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations will commence upon written notice from one party to the other, describing the nature of the Dispute and the relief sought. The goal of this process is to reach a mutually agreeable resolution without the need for formal legal proceedings, thereby saving time and resources for both parties.

### Binding Arbitration

If you and UniGana are unable to resolve a Dispute through informal negotiations, either party may elect to have the Dispute finally and exclusively resolved by binding arbitration, except for those Disputes expressly excluded below. Any election to arbitrate by one party shall be final and binding on the other party. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, and the venue for arbitration shall be in New Mexico, unless otherwise agreed by the parties. The decision of the arbitrator shall be final, and



judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

## Exceptions to Informal Negotiations and Arbitration

The parties agree that certain Disputes are not subject to the provisions concerning informal negotiations and binding arbitration. These exceptions include any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a party; any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and any claim for injunctive relief. For these types of Disputes, either party may seek resolution through court proceedings without prior negotiation or arbitration.

## Changes to Terms and Conditions

### Right to Modify

UniGana reserves the right, at its sole discretion, to modify or replace these Terms and Conditions at any time. If a revision is considered material, we will provide notice at least 30 days prior to the new terms taking effect. Notification of material changes may be communicated via email to the address associated with your account, through an announcement on our platform, or by other reasonable means. What constitutes a material change will be determined at our sole discretion, and such changes may include, but are not limited to, updates to our policies, changes in functionality, or alterations in legal obligations.

### User's Responsibility

It is your responsibility to regularly review these Terms for any changes. By continuing to access or use our platform after the revisions become effective, you signify your acceptance of the revised Terms and agree to be bound by them. If you do not agree to the new Terms, you must cease using the platform immediately and may terminate your account in accordance with our termination procedures. Your continued use of the platform after any changes constitutes your acceptance of the modified Terms and Conditions.

## Miscellaneous

### Entire Agreement

These Terms and Conditions, along with any policies or operating rules incorporated herein, constitute the entire agreement between you and UniGana regarding our services. They supersede and replace any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and UniGana concerning the services.

### Waiver

The failure of UniGana to enforce any right or provision of these Terms shall not be deemed a waiver of such right or provision. No waiver by UniGana of any breach or default under these

Terms shall be considered a waiver of any subsequent breach or default. If any provision of these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of these Terms shall continue in full force and effect.

## Assignment

You may not assign or transfer these Terms, or any rights or obligations hereunder, by operation of law or otherwise, without UniGana's prior written consent. Any attempt by you to assign or transfer these Terms without such consent will be null and void. UniGana reserves the right to assign or transfer these Terms, including its rights and obligations, at its sole discretion, without restriction. Such assignment or transfer may occur in connection with a merger, acquisition, sale of assets, or by operation of law.

## Headings

The headings used in these Terms are included for convenience only and shall not limit or otherwise affect the meaning or interpretation of these Terms. They do not have any legal or contractual effect.

## Language and Discrepancies

These Terms and Conditions are provided in both Spanish and English. In the event of any discrepancies or inconsistencies between the two versions, the English version shall prevail and be the authoritative version for legal purposes.

# Contact Information

## Support and Inquiries

If you have any questions about these Terms and Conditions, the practices of the UniGana platform, or your interactions with our services, please contact us at [info@unigana.com](mailto:info@unigana.com). We are committed to addressing any concerns or inquiries you may have regarding your experience with UniGana. Our customer support team is available to assist you and provide the necessary guidance related to your use of the platform. We aim to ensure that you fully understand your rights and obligations under these Terms and Conditions.

## Feedback

Your feedback is important to us, and we welcome your comments and suggestions on how we can improve our services. Please feel free to send us your feedback via email or through the platform's dedicated feedback section. While we appreciate your input, please note that any feedback you provide may be used by UniGana without any obligation to compensate you. By submitting feedback, you grant UniGana a non-exclusive, perpetual, irrevocable, royalty-free license to use, reproduce, modify, and distribute such feedback in any form and for any purpose.

# Acknowledgment and Consent

## Agreement to Terms

By creating an account with UniGana, you confirm that you have read, understood, and agree to be bound by these Terms and Conditions. It is your responsibility to review these Terms carefully before proceeding with account creation. If you do not understand any part of these Terms, you should seek clarification before agreeing.

## Electronic Consent

During the account creation process, by checking the “I Agree” box, you are providing your electronic signature, which legally binds you to these Terms and Conditions. This electronic consent confirms that you accept and agree to abide by all the conditions outlined in this document. If you do not agree to these Terms, do not check the box, as doing so will prevent you from proceeding with the account creation process.

## Continued Acceptance

Your continued use of the UniGana platform constitutes ongoing acceptance of these Terms and any updates that may be made over time. UniGana reserves the right to modify these Terms as necessary, and it is important for you to regularly review the Terms to ensure you are aware of any changes. Your continued access to or use of the platform after any modifications indicates your acceptance of the revised Terms. If you do not agree with the updated Terms, you should discontinue use of the platform immediately.