

# ONO Terms & Conditions of Use

*Effective Date: April 23, 2026*

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These Terms & Conditions of Use ("Terms") are a binding legal agreement between you and OmniOppX, Inc., a Tennessee corporation doing business as ONO ("OmniOppX," "ONO," "we," "us," or "our"). These Terms govern your access to and use of ONO's mobile applications, websites, software, communications, support channels, marketplace tools, payment features, verification features, messaging tools, content, and related services (collectively, the "Services"). The term "ONO Parties" means OmniOppX, Inc., its parents, subsidiaries, affiliates, officers, directors, employees, contractors, agents, licensors, service providers, payment processors, identity and communication verification providers, hosting and infrastructure providers, and other third-party partners.

## 1. Acceptance of Terms

By accessing or using ONO, you agree to these Terms and our Privacy Policy, as each may be updated from time to time. Additional terms may apply to certain Services, promotions, communications programs, or features, and those additional terms are incorporated by reference to the extent applicable.

ONO is a technology platform that facilitates introductions, communications, verification workflows, payment workflows, booking tools, support workflows, and related marketplace functionality. Unless ONO expressly agrees otherwise in writing, ONO is not a party to any rental, lease, sale, delivery, transport, repair, maintenance, warranty, insurance, or other transaction between users. No partnership, agency, employment, franchise, or joint venture is created between you and ONO or between ONO and any other user by your use of the Services.

If you do not agree to these Terms, do not use ONO. If you use ONO on behalf of a business or other entity, you represent that you have authority to bind that entity to these Terms.

## 2. Eligibility

You must be at least 18 years old, or the age of legal majority where you live, and capable of forming a binding contract to use the Services. You may not use ONO if you are barred from using the Services under applicable law, if your account has been suspended or terminated, or if you are using the Services on behalf of another person without authority.

You agree to provide accurate, current, and complete information and to keep that information updated. ONO may require email verification, phone verification, identity verification, payout onboarding, payment verification, business validation, or additional screening at any time. ONO may refuse access,

deny bookings, delay payouts, cancel transactions, or limit functionality if information cannot be verified or if ONO believes access poses legal, fraud, safety, or reputational risk.

You are solely responsible for ensuring that your use of ONO and any activity arranged through ONO is lawful in each jurisdiction relevant to you, the listed tool, the booking, the delivery or pickup location, and any payment or payout flow.

### **3. User Responsibilities**

You must use ONO lawfully, honestly, and safely. You are responsible for all activity conducted through your account and for complying with all laws, regulations, industry requirements, permits, licensing requirements, warnings, and safety standards applicable to your listings, rentals, tools, content, messages, payments, payouts, taxes, and conduct.

**Hosts.** If you list, offer, store, transport, deliver, lend, or rent a tool or related equipment through ONO, you are solely responsible for title, ownership or permission to rent, legality, listing accuracy, maintenance, condition, inspection, safe storage, safe transport, delivery, pickup, warnings, instructions, manuals, compatibility information, labels, recalls, protective equipment requirements, insurance, taxes, and compliance. You represent that every listed tool is lawful to offer, reasonably safe for its intended purpose if used correctly, and accurately described.

**Renters.** If you request, rent, pick up, receive, transport, load, unload, use, supervise, or return a tool or related equipment through ONO, you are solely responsible for determining whether the tool is appropriate for your purpose, whether you are trained and competent to use it safely, whether additional supervision or protective equipment is required, and whether local law allows such use. You agree to inspect the tool before use, use it only in a lawful and safe manner, follow all warnings and instructions, prevent unauthorized use, and return it in the required condition, ordinary wear and tear excepted only to the extent allowed by the applicable agreement and law.

**Assumption of Risk.** Tool listings, transport, delivery, pickup, loading, unloading, operation, storage, and return may involve risk of bodily injury, illness, disability, death, property damage, theft, fire, and other loss. To the maximum extent permitted by law, you voluntarily assume all risks arising out of or related to your use of ONO, any interaction with other users, and any tool or equipment listed, rented, transported, delivered, picked up, used, or returned through the Services.

### **4. Account Security**

You are responsible for maintaining the confidentiality and security of your login credentials, devices, one-time codes, authentication factors, and any account recovery methods associated with your ONO account. Do not share your credentials or allow unauthorized access to your account.

You authorize ONO to send transactional, operational, security, authentication, fraud prevention, account recovery, and service-related notices by email, telephone, text message, push notification, or in-app message. You must notify ONO immediately at [support@ono-us.com](mailto:support@ono-us.com) if you believe your account, device, or credentials have been compromised or used without authorization.

ONO may suspend or restrict access if we suspect unauthorized use or security issues. Except to the extent prohibited by law, ONO Parties are not liable for losses caused by your failure to safeguard your account or promptly report unauthorized activity.

## **5. Communication Consent**

By providing contact information to ONO, you consent to receive transactional and operational communications regarding your account, bookings, verification, billing, payouts, fraud prevention, disputes, support matters, service updates, and similar non-marketing matters by email, call, SMS, MMS, push notification, or in-app message, using automated technology where permitted by law.

Marketing communications require any consent required by applicable law. You may opt out of marketing communications at any time using the method provided in the communication or by contacting support, but you may still receive transactional or legally required communications.

Message, data, call, internet, and carrier charges may apply. Delivery is not guaranteed, and carriers, app stores, device manufacturers, and other third parties are not responsible for delayed, failed, intercepted, or misdirected communications. If ONO presents separate SMS, MMS, call, or messaging terms for a particular program, those terms also apply to that program.

## **6. Payments & Subscriptions**

Fees may apply for bookings, delivery, cleaning, damage review outcomes, post-booking charges, subscriptions, or other Services where disclosed. By submitting a booking request, adding a payment method, authorizing a payout account, or using a paid Service, you authorize ONO and its payment partners to charge, hold, preauthorize, verify, debit, credit, reverse, or otherwise process amounts due in connection with your use of the Services, including applicable taxes, processor fees, approved adjustments, chargebacks, refunds, credits, offsets, or dispute outcomes, to the fullest extent permitted by law and any applicable checkout flow, listing terms, rental agreement, support resolution, or processor rules.

Payments and payouts are processed by third-party providers. ONO does not control and is not responsible for banking systems, card networks, processor availability, payout rails, identity verification outcomes, sanctions screening, reserve policies, compliance holds, or errors caused by payment providers or financial institutions. ONO may delay, refuse, limit, offset, place reserves on, reverse, or withhold payouts or credits if ONO or its partners believe it is necessary for fraud prevention, risk review, dispute handling, charge collection, refunds, legal compliance, tax compliance, suspected misconduct, processor requirements, or protection of ONO Parties, users, or the public.

Prices, taxes, fees, estimated totals, payout estimates, and timing information displayed through the Services may be rounded or estimated and may be corrected before or after processing if an error is identified. Except where ONO is required by law to collect or remit certain taxes, you are solely responsible for determining, reporting, and paying taxes, duties, assessments, and government charges arising from your activity.

If ONO offers subscriptions or recurring services, those subscriptions will automatically renew until canceled unless the applicable offer states otherwise. You authorize the recurring charges disclosed at signup or as later updated with notice where required by law. You may cancel prospectively in the manner made available through the Services.

## **7. Intellectual Property**

The Services, including ONO's software, designs, compilations, logos, marks, text, graphics, photos, videos, interfaces, workflows, and other content, are owned by OmniOppX, Inc. or its licensors and are protected by intellectual property and other laws. Subject to these Terms, ONO grants you a limited, revocable, non-exclusive, non-transferable license to access and use the Services for their intended purpose.

You retain ownership of content you lawfully submit to ONO, including listing content, messages, photos, reviews, support materials, and verification submissions, but you grant ONO a worldwide, non-exclusive, royalty-free, sublicensable license to host, store, reproduce, adapt, format, modify for technical purposes, display, distribute, transmit, publish, and otherwise use that content as necessary to operate, secure, improve, support, promote, investigate, moderate, and provide the Services and to comply with legal obligations. You represent that you have all rights and permissions necessary for the content you submit and that ONO's use of that content as permitted by these Terms will not violate law or third-party rights.

If you provide suggestions, ideas, enhancement requests, or feedback regarding ONO, you grant ONO a perpetual, irrevocable, worldwide, royalty-free right to use and exploit such feedback without restriction or compensation.

## **8. Prohibited Activities**

You may not, directly or indirectly: (a) violate any law, regulation, court order, permit condition, safety requirement, or third-party right; (b) list, rent, request, use, deliver, transport, or facilitate any item you do not own or have authority to use or rent; (c) misrepresent identity, age, authority, condition, availability, location, title, ownership, insurance, training, qualifications, or compliance; (d) use ONO to facilitate fraud, deception, harassment, threats, abuse, discrimination, stalking, or unlawful surveillance; (e) upload viruses, malicious code, corrupted files, or content that is unlawful, infringing, defamatory, obscene, or deceptive; (f) scrape, spider, crawl, reverse engineer, decompile, bypass, disable, or interfere with any security or technical measure of the Services; (g) interfere with listings, bookings, pricing, payments, payouts, messages, reviews, verification workflows, or support workflows; (h) circumvent or attempt to circumvent ONO fees, risk controls, dispute controls, communication controls, payment controls, verification controls, or safety controls, including by soliciting or completing off-platform transactions to avoid ONO processes; (i) use ONO in connection with dangerous, illegal, prohibited, recalled, counterfeit, stolen, or unauthorized items or activity; or (j) cause or encourage others to do any of the foregoing.

ONO may investigate suspected violations and take any action ONO considers appropriate, including content removal, booking cancellation, refund reversal, payout hold, account suspension, termination, or referral to law enforcement.

## **9. Termination**

ONO may, with or without prior notice and at its sole discretion to the extent permitted by law, suspend, restrict, remove, cancel, deny, deactivate, or terminate access to all or part of the Services, any listing, any message thread, any booking, any payout, or any account if ONO believes you have violated these Terms, created risk or liability, failed verification, triggered fraud or safety concerns, caused legal or reputational

exposure, or if ONO is required to do so by law, court order, processor rule, or third-party partner requirement.

You may stop using ONO at any time. Any termination, suspension, or closure will not affect rights or obligations that accrued before the effective date of termination, including payment obligations, indemnification obligations, releases, dispute obligations, and ONO's rights to retain records, enforce policies, cooperate with law enforcement, and complete or reverse transactions as appropriate.

ONO Parties are not liable for losses resulting from suspension, restriction, or termination of the Services, except to the extent such liability cannot be excluded by law.

## **10. Disclaimer of Warranties**

THE SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ONO PARTIES DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, NON-INFRINGEMENT, ACCURACY, RELIABILITY, SECURITY, QUALITY, OR AVAILABILITY.

Without limiting the foregoing, ONO Parties do not warrant or guarantee: (a) any user's identity, qualifications, training, reputation, legality, honesty, insurance, or ability to perform; (b) any listed tool's title, ownership, condition, safety, maintenance, suitability, legality, compatibility, functionality, cleanliness, accuracy of description, or availability; (c) that ratings, reviews, verification statuses, badges, or response indicators are accurate, complete, or predictive of future conduct; (d) that payments, payouts, messages, phone verification, identity verification, support outcomes, booking workflows, calendars, or notifications will be uninterrupted, timely, secure, or error-free; or (e) that defects will be corrected or that the Services will be free of malware or harmful components.

ONO is not an owner, lessor, lessee, seller, dealer, broker, repair provider, common carrier, freight company, insurer, or guarantor of any tool, transaction, or user conduct. Third-party products and services are governed by the terms and policies of the applicable third party, and ONO Parties are not responsible for third-party acts, omissions, outages, denials, delays, or failures.

Some jurisdictions do not allow certain warranty disclaimers, so portions of this section may not apply to you to the extent prohibited by law.

## **11. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ONO PARTIES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, OPPORTUNITY, DATA, USE, OR ANTICIPATED SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ONO PARTIES WILL NOT BE LIABLE FOR CLAIMS ARISING OUT OF OR RELATED TO: USER CONDUCT; USER CONTENT; LISTED TOOLS OR EQUIPMENT; BOOKINGS; CANCELLATIONS; DELIVERY, PICKUP, STORAGE, LOADING, UNLOADING, TRANSPORT, OR USE OF TOOLS; PROPERTY DAMAGE; PERSONAL

INJURY; DEATH; THEFT; FRAUD; DISPUTES BETWEEN USERS; SUPPORT OR MODERATION DECISIONS; PAYMENT OR PAYOUT FAILURES; BANK OR PROCESSOR ACTIONS; OR ANY THIRD-PARTY PRODUCT OR SERVICE.

To the maximum extent permitted by law, the aggregate liability of ONO Parties for all claims arising out of or related to these Terms or the Services will not exceed the greater of: (i) the total amount of fees actually paid to ONO by you, or paid to ONO on your behalf, during the 12 months immediately preceding the event giving rise to the claim; or (ii) US\$100. The existence of more than one claim will not enlarge this cap.

User Release. Because ONO is not a party to transactions between users, you release ONO Parties, to the maximum extent permitted by law, from any and all claims, demands, causes of action, damages, liabilities, and losses arising from or relating to the acts or omissions of other users, listed tools, bookings, disputes, injuries, losses, or property damage connected with the Services.

Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited.

## **12. Indemnification**

You agree to defend, indemnify, and hold harmless ONO Parties from and against any and all claims, demands, actions, proceedings, investigations, liabilities, damages, judgments, settlements, losses, penalties, fines, costs, and expenses, including reasonable attorneys' fees and expert fees, arising out of or related to: (a) your breach of these Terms or any supplemental terms; (b) your use of the Services; (c) your listings, tools, equipment, deliveries, pickups, content, messages, reviews, or communications; (d) your rental activity or any injury, death, property damage, contamination, theft, defect, malfunction, or safety issue associated with any item or conduct connected to you; (e) your violation of law or third-party rights; (f) taxes, chargebacks, payment disputes, fines, penalties, or assessments arising from your activity; or (g) any dispute between you and another user, regulator, rights-holder, partner, or third party.

ONO may assume the exclusive defense and control of any matter subject to indemnification, and you agree to cooperate fully with ONO's defense and settlement efforts. You may not settle any indemnified matter without ONO's prior written consent if the settlement imposes any admission, obligation, or restriction on any ONO Party.

## **13. International Compliance**

ONO is based in the United States. If you access or use the Services from outside the United States, you do so at your own initiative and are solely responsible for compliance with local law, including laws related to rentals, consumer protection, safety, licensing, trade controls, sanctions, import or export restrictions, privacy, telecommunications, taxes, and electronic contracting.

You represent that you are not located in, ordinarily resident in, or using the Services for the benefit of any person or place subject to applicable sanctions or embargo restrictions and that your use of the Services will not cause ONO or its partners to violate applicable trade or sanctions laws. ONO may block or limit access in any jurisdiction at any time.

## **14. DMCA Policy**

ONO respects intellectual property rights and may remove or disable access to material alleged to infringe copyrights or other rights. If you believe content made available through the Services infringes your copyright, you may send a written notice to support@ono-us.com and, if ONO posts a designated copyright agent for such notices, to that designated agent as well.

Your notice should include sufficient detail for ONO to identify the work claimed to have been infringed, the allegedly infringing material, the basis for your claim, your contact information, and any other information reasonably necessary for ONO to evaluate the notice under applicable law. ONO may request additional information, remove or restrict access to content, forward the complaint to the affected user, and terminate repeat infringers in appropriate circumstances. Knowingly misrepresenting infringement or non-infringement may result in liability.

## **15. Governing Law & Dispute Resolution**

These Terms and any dispute arising out of or relating to these Terms or the Services will be governed by the laws of the State of Tennessee and, where applicable, the Federal Arbitration Act, without regard to conflict-of-law principles that would require application of another jurisdiction's law.

**Informal Resolution.** Before filing a lawsuit or arbitration, you and ONO agree to first attempt in good faith to resolve the dispute informally. A party initiating a dispute must send a written notice describing the claim, the facts supporting it, and the requested relief to the contact information in Section 17. If the dispute is not resolved within 30 days after the notice is received, either party may proceed with a formal claim.

**Arbitration.** Except for disputes that qualify for small claims court, disputes seeking injunctive or equitable relief for misuse of intellectual property, confidential information, or platform security, and claims that cannot lawfully be made subject to pre-dispute arbitration, you and ONO agree that any dispute or claim arising out of or relating to these Terms or the Services will be resolved by binding individual arbitration administered by the American Arbitration Association ("AAA") under the AAA Consumer Arbitration Rules and Mediation Procedures then in effect. The arbitration may be conducted virtually, on written submissions, or in the county of your residence or another location permitted by the AAA rules and applicable law. If AAA will not administer the matter and the parties cannot agree on a substitute administrator, a court of competent jurisdiction may resolve the dispute or appoint a substitute administrator or arbitrator consistent with this section.

**Class Action and Jury Waiver.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL DISPUTES MUST BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, MASS, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE PROCEEDING. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AND ONO EACH WAIVE ANY RIGHT TO A JURY TRIAL.

**Court Proceedings.** If a dispute is determined not to be subject to arbitration, then, except to the extent prohibited by law, the state and federal courts located in Davidson County, Tennessee will have exclusive jurisdiction, and you and ONO consent to personal jurisdiction and venue in those courts.

**Claims Not Subject to Mandatory Arbitration.** Nothing in this section requires arbitration of claims that cannot lawfully be made subject to a pre-dispute arbitration agreement, including, to the extent

applicable, sexual assault or sexual harassment claims that a claimant elects to pursue in court under 9 U.S.C. Section 402 or other applicable law.

Severability. If any portion of this Section 15 is found unenforceable as to a particular claim or remedy, that portion will be severed only to the minimum extent necessary, and the remainder of this Section 15 will remain in effect to the fullest extent permitted by law.

## **16. Changes**

ONO may modify these Terms at any time in ONO's sole discretion. If ONO makes material changes, ONO may provide notice by posting updated Terms in the Services, by email, by in-app notice, or by any other method ONO considers appropriate or that applicable law requires. Changes will become effective on the stated effective date unless a different date is required by law, court order, or a third-party partner or processor obligation.

By continuing to access or use ONO after updated Terms become effective, you agree to the revised Terms. If you do not agree to the revised Terms, you must stop using the Services.

These Terms, together with the Privacy Policy and any supplemental terms expressly incorporated by reference, constitute the entire agreement between you and ONO concerning the Services and supersede prior or contemporaneous understandings regarding the same subject matter. ONO's failure to enforce any provision is not a waiver of future enforcement of that or any other provision.

## **17. Contact**

OmniOppX, Inc. d/b/a ONO  
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