Terms and Conditions Version 1.01

Agreement between Users and www.4pointdev.com, (4Point Development Corp.) our applications, apps, solutions, and services.

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Electronic communications

By visiting www.4pointdev.com or sending emails to **4Point Development Corp.** constitutes the act of electronic communications. You agree to receive electronic communications and agree

that all agreements, notices, disclosures, and other communications we provide to you electronically, by email, and/or on the Site satisfy any legal requirement that such communications be in writing, and you, the user, fully agree to our Terms and Conditions as well as our Privacy Policy.

Children under thirteen years of age or minors considered in their place of local residence

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The Site, the Applications (Apps, Site Software Solutions, etc.), the solutions, and the services may contain announcement section services, chat areas, newsgroups, forums, communities, personal web pages, calendars, and/or other messaging or communication facilities designed to allow you to communicate with the general public or a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send, and receive messages and material that is appropriate and directly and exclusively related to the particular Communication Service for which **4Point Development Corp.** designed the site, the Applications, the solutions, or the service. Any other use or misuse authorizes **4Point Development Corp.** , its representatives, distributors, and independent or non-independent executives to cancel your service and pursue the applicable legal rights.

By way of example, and not as a limitation, you agree that by using a Communication Service, you will not defamaze, abuse, harass, stalk, threaten, or violate the legal rights (such as privacy and publicity rights) of others; post, post, upload, distribute, or disseminate any topic, name, image inappropriate such as sexual or nude themes or references, inappropriate, profane, defamatory, infringing, obscene, indecent, or illegal material or information; upload files containing software or other material protected by intellectual property laws (or by privacy rights of publicity) unless you own or control the legal rights therein or have obtained all necessary consents; upload files containing viruses, corrupted files, or any other software or similar programs that may damage the operation of another computer or **4Point Development Corp.** ; advertise or offer to sell or buy goods or services for any commercial purpose, unless such Communication Service specifically allows such messages; conduct or send surveys, contests, pyramid schemes, or chain letters; download any file published by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in that way; falsify or remove any author attribution, legal notices or other appropriate notices or proprietary designations or labels of the source or origin of the software or other material contained in a file that is uploaded; restricting or inhibiting any other user from using and enjoying the Communication Services; violating any code of conduct or other guidelines that may

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Compensation

You agree to indemnify, defend, and hold **harmless 4Point Development Corp.** , its officers, directors, employees, agents, and third parties, for any loss, cost, liability, and expense (including reasonable attorneys' fees) related to your use, misuse, or inability to use the Site, Applications, Apps, solutions, and services, any user posting made by you, your violation of any of the terms of this Terms and Conditions Agreement or your violation of a third party's rights, or your violation of applicable laws and rules or regulations. **4Point Development Corp.** reserves the exclusive right, at its own expense, to assume the defense and exclusive control of any matter subject to indemnification by you, in which case you will cooperate fully and at no cost with **4Point Development Corp.** to assert any available defense.

Arbitration

If the parties cannot resolve any dispute between them arising out of these Terms and Conditions, or any provision thereof, whether by contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute will be resolved only by final and binding arbitration in accordance with the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a place mutually agreed upon by the parties. The arbitral award

will be final and may be rendered in any court having jurisdiction. In the event that any action, proceeding, or legal or equitable arbitration arises from or refers to these Terms and Conditions, the prevailing party shall have the right to recover its reasonable costs and attorneys' fees. The parties agree to arbitrate all disputes and claims regarding these Terms and Conditions or any dispute arising as a result of these Terms and Conditions, whether directly or indirectly, including tort claims resulting from these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The Arbitrator will determine the entire dispute, including the scope and enforceability of this arbitration provision. This arbitration provision will survive the termination of these Terms and Conditions.

Class action waiver

Any arbitration under these Terms and Conditions will take place individually; class arbitrations and class/representative/class actions are strictly prohibited and therefore are not permitted, and you waive all rights to any such form of Action of this type and nature. THE PARTIES AGREE THAT ONE PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE, CLASS, AND/OR REPRESENTATIVE CLASS PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE GENERAL ACTION ATTORNEY. Furthermore, unless you and **4POINT DEVELOPMENT CORP.** agree otherwise AND IN WRITING, the arbitrator may not consolidate claims of more than one person and may not preside in any form of a class or class proceeding in a collective group.

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4Point Development Corp. reserves the right, at its sole discretion, to terminate your access to the Site, Applications, Apps, related solutions and services, or any part thereof at any time, without prior notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Florida in the United States of America and you agree to the exclusive jurisdiction and jurisdiction of the courts in the State of Florida in all disputes arising out of or related to the use of the Site or the solutions, services, and Apps. Use of the 4Point Development Corp Site, solutions and/or Apps**.** , is not authorized in any jurisdiction that does not give effect to all provisions of these Terms and Conditions, including, but not limited to, this section.

You agree that there is no joint venture, partnership, employment, or agency relationship between you (End User) and **4Point Development Corp.** as a result of this agreement or use of the Site, Applications, Apps, solutions, or services. 4Point Development Corp.' **s compliance** with this agreement is subject to existing laws and legal processes, and nothing in this agreement constitutes a waiver or limitation of **4Point Development Corp.'** s right. to comply with governmental, judicial, and law enforcement requests or requirements related to your use of the Site, Apps, solutions, or information provided or collected by **4Point Development Corp.** or its Apps and/or solutions regarding such use. If any part of this agreement is determined to be invalid or unenforceable under applicable law, including, but not limited to, warranty disclaimers and limitations of liability set forth above, the invalid or unenforceable provision shall be deemed void by a valid and enforceable provision that more closely matches the intent of the original provision and the remainder of the agreement shall remain in effect.

Unless otherwise specified in this document, this agreement constitutes the only complete agreement between the End User (you) and **4Point Development Corp.** with respect to the Site, the Applications, Apps, solutions, and services, and supersedes any and all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the End User (You) and **4Point Development Corp.** with respect to the applications, solutions, Apps, and services of the site or 4Point **Development Corp.** A printed or electronic version of this agreement and any notice given in electronic form shall be admissible in judicial or administrative proceedings based on or related to this agreement to the same extent and subject to the same conditions as other documents and business records originally generated and maintained in printed form. It is the express wish of the parties that this agreement and all related documents be written in English.

Changes to the terms

4Point Development Corp. reserves the sole and exclusive right, at its sole discretion, to change the Terms and Conditions offered in www.4pointdev.com, Applications, Apps, solutions, and services. The most current version of the Terms and Conditions will supersede all previous versions. **4Point Development Corp.** invites you to periodically review the Terms and Conditions to stay informed of our updates.

Contact us

4Point Development Corp. thank you for your questions or comments about our Terms and Conditions:

4Point Development Corporation.

417 SE Coconut Ave, Suite 1, Stuart, Florida, 34996

Email address:

legal@4Pointdev.com

support@4pointdev.com

Effective as of November 21, 2026.