Terms of Use

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Las Olas Capital Advisors reserves the right to deny access to any person or viewer for any lawful reason under the terms of the Privacy Policy, which you accept as a condition for viewing this Site. Las Olas Capital Advisors is allowed to collect and store data and information for the purpose of exclusion and for many other purposes.

These Terms and Conditions may change from time to time. Visitors should keep themselves informed of such changes by reviewing these Terms and Conditions each time they visit lasolascap.com. Continued use of the Site will constitute acceptance of such revised Terms and Conditions.

Parties to the Terms and Conditions Agreement. Visitors, viewers, users, subscribers, members, affiliates, or customers, collectively referred to herein as “Visitors,” are parties to these Terms and Conditions along with the Site and its owner and/or operators.

Use of the information from this Site. Unless they have entered into an express written contract with Las Olas Capital Advisors to the contrary, Visitors have no right to use any information on the Site in any commercial or public setting or for any purpose. Visitors have no right to broadcast, copy, save, print, sell, or publish any portions of the content of this Site. By accessing the contents of this Site, you agree to this condition of access and you acknowledge that any unauthorized use is unlawful and may subject you to civil or criminal penalties. Except as expressly set forth herein, nothing contained herein shall be construed as granting to Visitor a license under any copyright, trademark, patent or other intellectual property right of Las Olas Capital Advisors or any third party. Again, Visitor has no rights whatsoever to use the content of, or portions of the Site, including its databases, invisible pages, linked pages, underlying code, or other intellectual property the Site may contain, for any reason or for any use whatsoever. In recognition of the fact that it may be difficult to quantify the exact damages arising from infringement of this provision, Visitor agrees to compensate Las Olas Capital Advisors with liquidated damages in the amount of U.S. $100,000, or, if it can be calculated, the actual costs and actual damages for breach of this provision, whichever is greater.
Visitor warrants that he or she understands that accepting this provision is a condition of accessing the Site and that accessing the Site constitutes acceptance of these terms.

**Ownership of Site or right to use, sell, publish contents of this Site.** The Site and its contents are owned or licensed by Las Olas Capital Advisors. The look, feel, content, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related to the Site is proprietary to Las Olas Capital Advisors, all rights reserved. You may not duplicate, copy, or reuse any portion of the HTML, CSS, JavaScript, or visual design elements without express written permission from Las Olas Capital Advisors. Material contained on the Site must be presumed to be proprietary and copyrighted. Visitors have no rights whatsoever in the Site content. Use of Site content for any reason is unlawful unless it is done with express permission of, or pursuant to an agreement with, Las Olas Capital Advisors. You may not use bots or similar methods or tools to “data mine” or otherwise gather or extract data from the Site.

**Hyperlinking to Site, co-branding, “framing” and referencing Site prohibited.** Unless expressly authorized by Las Olas Capital Advisors, no one may hyperlink this Site, or portions thereof, (including, but not limited to, logotypes, trademarks, branding or copyrighted material) to theirs for any reason. Furthermore, you are not permitted to reference the URL (Site address) of this Site or any page of this Site in any commercial or non-commercial media without express permission from us, nor are you allowed to ‘frame’ the Site. You specifically agree to cooperate with Las Olas Capital Advisors to remove or de-activate any such activities, and you shall be liable for all damages arising from violation of this provision. In recognition of the fact that it may be difficult to quantify the exact damages arising from infringement of this provision, you agree to compensate Las Olas Capital Advisors with liquidated damages in the amount of U.S. $100,000, or, if it can be calculated, the actual costs and actual damages for breach of this provision, whichever is greater. You warrant that you understand that accepting this provision is a condition of accessing the Site and that accessing it constitutes acceptance.

**Disclaimer for Contents of Site.** The user of the Site assumes all responsibility and risk for the use of the Site and the internet generally. Las Olas Capital Advisors assumes no responsibility for the accuracy, completeness, reliability or usefulness of any information (or other material), apparatus, or other process contained on, distributed through, or linked downloaded or accessed from the Site. Unless you have otherwise entered into an express contract to the contrary with us, you have no right to rely on any information contained herein as accurate. We make no such warranty.

**Disclaimer for harm caused to your computer or software from interacting with this Site or its contents. Visitor assumes all risk of viruses, worms or other corrupting factors.** We assume no responsibility for damage to computers or software of the Visitor or any person the Visitor subsequently communicates with.
from corrupting code or data that is inadvertently passed to the Visitor’s computer. Again, Visitor views and interacts with this Site, or banners or pop-ups or advertising displayed thereon, at his own risk.

**Disclaimer for harm caused by downloads.** Visitor downloads information from this Site at his own risk. Las Olas Capital Advisors makes no warranty that downloads are free of corrupting computer codes, including, but not limited to, viruses and worms.

**Limitation of Liability.** By viewing, using, or interacting in any manner with this Site, including banners, advertising, or pop-ups, downloads, and as a condition of the Site to allow his lawful viewing, Visitor forever waives all right to claims of damage of any and all description based on any causal factor resulting in any possible harm, no matter how heinous or extensive, whether physical or emotional, foreseeable or unforeseeable, whether personal or commercial in nature. For any jurisdictions that may now allow for these exclusions our maximum liability will not exceed the amount paid by you, if any, for using our Site or service.

Las Olas Capital Advisors shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Las Olas Capital Advisors has been advised of the possibility of such damages), resulting from: (a) the use or the inability to use the Site; (b) unauthorized access to or alteration of your transmissions or data; (c) statements or conduct of any third party on the Site; or (d) or any other matter relating to the Site.

The Site is made available to you on an “as is” basis, without any warranties of any kind, and without any representations or guarantees.

Las Olas Capital Advisors and its affiliates hereby disclaim all warranties, representations and endorsements, express or implied, including, but not limited to, all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

**Indemnification.** Visitor agrees that in the event he causes damage to us or a third party as a result of or relating to the use of the Site, Visitor will indemnify us for, and, if applicable, defend us against, any claims for damages.

**Submissions.** Visitor agrees as a condition of viewing the Site, that any communication between Visitor and the Site is deemed a submission. All submissions, including portions thereof, graphics contained thereon, or any of the content of the submission, shall become the exclusive property of the Site and may be used, without further permission, for commercial use without compensation of any kind. Visitor agrees to only communicate that information to the Site, which it wishes to forever allow the Site to use in any manner as it sees fit. “Submissions” are also governed by the provisions of our Privacy Policy.
You agree and warrant that you will not post or store on, or transmit, submit or otherwise provide through, the Site any information, content or other material which (a) violates, infringes or misappropriates any intellectual property right, any right of privacy or publicity, or any other right of any person or entity, (b) is harmful, threatening, abusive, harassing, false, misleading, defamatory, vulgar, obscene, sexually explicit, profane, hateful or racially, ethnically or otherwise objectionable, or that violates any applicable law or regulation, or (c) contains any computer viruses, worms or other potentially damaging computer programs or files.

**Notice.** No additional notice of any kind for any reason is required to be given to Visitor and Visitor expressly acknowledges and agrees that the right to notice is waived as a condition for permission to view or interact with the Site.

**Disputes.** In consideration of Las Olas Capital Advisors allowing your viewing, using or interacting with this Site, Visitor agrees to submit any claim, dispute, or controversy (“Claim”) of any kind (whether in contract, tort or otherwise) arising out of or relating to this purchase, this product, including solicitation issues, privacy issues, and terms of use issues to binding arbitration.

Arbitration shall be conducted pursuant to the rules (the “Rules”) of the American Arbitration Association (the “AAA”) which are in effect on the date a dispute is submitted to the AAA. Information about the AAA, the Rules, and its forms are available from the American Arbitration Association, 335 Madison Avenue, Floor 10, New York, New York, 10017-4605. Hearing will take place in the city or county where the office of Las Olas Capital Advisors is located.

In no case shall the Visitor have the right to go to court or have a jury trial. Visitor will not have the right to engage in pre-trial discovery except as provided in the Rules and will not have the right to participate as a representative or member of any class of claimants pertaining to any Claim subject to arbitration. The arbitrator’s decision will be final and binding.

The prevailing party shall be reimbursed by the other party for any and all costs associated with the dispute arbitration, including, without limitation, attorney fees, collection fees, investigation fees, travel expenses.

**Jurisdiction and venue.** If any matter concerning this purchase shall be brought before a court of law, pre- or post-arbitration, Visitor agrees to that the sole and proper jurisdiction to be the state and city stated in the contact information of Site unless otherwise herein specified. In the event of any litigation is in a federal court, the proper court shall be the closest federal court applicable to Las Olas Capital Advisors’ address.