



TERMS OF USE

Updated: March 09, 2021.

By using this website <https://oton.org> any of its sub-domains and any other websites operated by us or on our behalf and any mobile device application or desktop application developed by us or on our behalf (together, the "Websites" and "Website" being a reference to any one of them) you agree to comply with these Terms of Use and all other Company and OTON Ecosystem Documents. Please read these Terms of Use and other documents carefully before using this Website. Having registered, you are considered to have accepted these Terms of Use in full, without any reservations or exceptions. In case you disagree with any of the provisions of this document, you are not entitled to use the services of OTON Ecosystem.

When we refer to "we", "us" or "our", we mean PLAZMA PREMIER LTD., a company registered according to the laws of the Republic of Seychelles on 29 April 2016 with company registration number 182399 and a registered office at Suite 3, 1st Floor, La Ciotat Building, Mont Fleuri, Mahe, Seychelles (the "**Company**"). Where we refer to "you" or "your" we mean you, the person using the services.

YOU MAY NOT ACCESS AND USE THIS WEBSITE IF YOU DO NOT WISH TO BE BOUND BY THIS DOCUMENT AND/OR ANY OTHER DOCUMENT OF THE COMPANY.

By registering on this website, you confirm and warrant that:

- You accept and agree to comply with these Terms of Use and other Company and OTON Ecosystem Documents;
- You have reached the age at which you can enter into a legally binding contract;
- The legislation of your country of residence and/or citizenship and/or country from which you access or use the website does not prohibit you from using this Website, from being the user of OTON Ecosystem or participating in its activity; and
- You are not prohibited by law to perform operations in cryptocurrency.

OTON Ecosystem has been created as advanced IT platform that unites leaders and distributors from the one side and companies that want to promote their products and services using advanced technologies via affiliate marketing and referral programs from the other side.



1. Terms and definitions

1.1. Defined terms

For the purposes of these Terms of Use, unless the context otherwise requires, the following terms shall have the following meanings:

1.1.1. **"User"** means a person who has access to the Website (regardless of whether such person is registered on the Website) and who uses the Website.

1.1.2. **"OTON Ecosystem"** means oton.org, its users, Affiliate Program together with Satellite Projects.

1.1.3. **"OTON Distribution Program"** means a system of affiliate marketing of OTON Ecosystem.

1.1.4. **"OTON Ecosystem Documents"** means these Terms of Use, Privacy Notice, Terms of Participation in OTON Distribution Program, Affiliate Program and other documents posted on the Website in the "Documents" section.

1.1.5. **"Easybizzi"** means online platform <https://easy-bizzi.com> (**Easybizzi website**) that contains audio and video lessons, seminars, webinars and audio and video courses for training on various topics.

1.1.6. **"Partner"** means a person duly registered on the Website who is participant of Affiliate program.

1.1.7. **"Content"** means texts, software, graphics, logos, videos, audiovisual combination and other materials that the Users have the right to receive, view or provide through the Website and the websites of Satellite Projects.

1.1.8. **"OTON"** is abbreviation of OTON Ecosystem.

1.1.9. **"Satellite Projects"** means OTON Market (<https://oton.market>), Easybizzi and any other platform or website including third party website, access to products, services and benefits of which can be granted via participation in OTON Ecosystem.

1.1.10. **"Technical Support Service"** means a company and/or a technical specialist who provides technical support services to the Website and other services to OTON Ecosystem.



1.1.11. "**OTON Market**" means a unique online marketplace <https://oton.market/>, where various manufacturers sell their products, goods, and services.

1.1.12. "**Website**" means the website of OTON Ecosystem - <https://oton.org> .

1.1.13. "**Bonus card**" means the product of OTON Market, purchase of which allows you to participate in the Affiliate program for one year since the purchase date.

1.1.14. "**Easy Business Community Package**" means access package to the courses and educational webinars at <https://easy-bizzi.com>, purchase of which allows you to participate in the Affiliate program for one year since the purchase date.

1.1.15 "**Affiliate program**" means affiliate program of OTON Ecosystem that describes the scoring of rewards to the Partners, participating in the promotion of goods and services of OTON Ecosystem Satellite Projects, including OTON Market, Easy Business Community and others.

1.1.16. "**OTON Account**" means your account on the Website.

The agreed terms are used in other OTON Ecosystem Documents and shall have the same meaning therein unless the context otherwise requires.

1.2. Interpretation of references:

For the purposes of these Terms of Use, unless the context otherwise requires, any reference:

1.2.1. to "the clause" or "the paragraph" is a reference to the clause or the paragraph hereof;

1.2.2. to "these Terms of Use", is a reference to the terms of use of the Website in force at that time or amended in accordance with the provisions hereof;

1.2.3. to "a person" includes individuals, legal entities, partnerships, other non-legal entities or associations of persons and any state or public authorities;

1.2.4. to "a right" includes authority, a measure of legal protection and freedom of action.

1.3. General Interpretation

1.3.1. words used in the plural refer to both the singular and vice versa;



1.3.2. words used in masculine, neuter and feminine refer to all genders;

1.3.3. the words "other" and "including" do not infringe on the general meaning of the words ahead and should not be interpreted as referring only to an anterior word where a broader interpretation is permitted.

1.4. Headings

1.4.1. The headings hereof do not affect the interpretation.

2. The legal status of OTON Ecosystem

2.1. The services of OTON are provided by PLAZMA PREMIER LTD., a company incorporated under the laws of the Republic of Seychelles on 29 April 2016 with company registration number 182399 and a registered office at Suite 3, 1st Floor, La Ciotat Building, Mont Fleuri, Mahe, Seychelles.

2.2. Contractual and any other legal relations arise directly with the company PLAZMA PREMIER LTD.

3. Participation in OTON Ecosystem

3.1. To become the participant of OTON Ecosystem and its Affiliate Programs you need to register your OTON Account and acquire Bonus card on OTON Market or Easy Business Community Package.

4. Registration and OTON Account.

4.1. In order to create an OTON Account, you must complete the registration process. Registration is free. When registering, you agree to provide complete, accurate and valid information. Upon request, you will provide all necessary documents and pass the personal verification and KYC. You must immediately update any specified information or documents in event it has changed. You shall bear responsibility for damage or loss caused by your failure to comply with this requirement. The Company reserves the right to require confirmation of the information provided by you during registration process and request any additional confirming documents at any time. The failure to submit such information and/or documents, at the discretion of the Company, may be equal to the provision of inaccurate information and have material adverse effect.

4.2. During registration, you must provide a password in addition to the other information



requested. It is important that you ensure the secure storage of your OTON Account password. You bear the risk of fraudulent and other unlawful actions which may arise in connection with your OTON Account if the password is lost or there is an unauthorized access. We recommend that you choose a password of high complexity (more than 12 characters using capitals, uppercase letters and characters) in order to avoid the possibility of its usage by third parties. We also recommend using two-factor authorization to access your OTON Account.

4.3. Each individual User has the right to register and to have only one OTON Account on the Website. You must log in to the Website each time you wish to use the Website through the authorization procedure. The authorization takes place using the following methods: entering your email address and password, a two-factor authorization code, a hyperlink via e-mail, automatic authorization using cookies and other methods. You may use all of the above methods at the same time, or by using any of the methods separately.

4.4. The person authorized on the Website is deemed to be the proper owner of an OTON Account and access to use and management of such Account is granted as a result of such authorization. All actions on the Website under your account are deemed to be made by you personally, unless you notified the Company on the unauthorized access to your account and / or any violation (suspicions of violation) of the confidentiality of your password.

4.5. If your OTON Account cannot be authorized, due to lockout or for any other reason, you should contact the Technical Support Service.

4.6. In the event that you lose the password to your OTON Account you should immediately contact Technical Support Service to restore it.

4.7. You must immediately notify the Technical Support Service as soon as you become aware of any breach of security or unauthorized use of your OTON Account.

4.8. You must not allow access to your OTON Account for use by third parties. Your OTON Account may be transferred by you to any third party within inheritance and/or under the contract with the simultaneous termination of your participation in OTON and acquisition of your OTON Account by a third party, to whom your OTON Account has been transferred. At the same time, for the transfer of an OTON Account, a third party is required to provide information requested at registration, as well as documents and/or



pass personal verification and KYC upon request of OTON. OTON has the right to request confirmation of a current and/or new owners of an OTON Account as well as documents confirming the transfer of an OTON Account.

4.9. You agree that you are fully responsible to the Company, Users and other persons for any unauthorized actions performed with your OTON Account.

4.10. You have the right to replenish the balance of your OTON Account only in cryptocurrency from your other electronic wallets, solely at your own expenses.

4.11. You have the right to transfer crypto funds from your OTON Account only to your external cryptocurrency wallets located outside the Website. A minimum transfer amount shall be 0.01 BTC. The withdrawal of funds from your OTON Account shall be made within 72 hours after you apply for withdrawal. Such transfers shall be processed during working days.

You have the right to transfer fiat funds from your OTON Account to your bank card. A minimum transfer amount shall be 10 EUR. The withdrawal of fiat funds from OTON Account shall be made each Friday. To order withdrawal you need to apply minimum 7 (seven) calendar days prior to such planned withdrawal. Please note that additional charges may be applied to withdrawals of fiat funds on banking card according to the fees of payment service provider.

4.12. You may transfer funds from your OTON Account to the OTON Accounts of the other Users.

4.13. You accept and acknowledge that there are some risks associated with the use of the OTON Account, including, but not limited to the risk of failure of hardware, software and internet connections, the risk of malicious software being introduced and the risk that other persons may receive unauthorized access to your OTON Account. You accept and acknowledge that the Company is not responsible for any failures, mistakes, distortions or delays that may occur when using your OTON Account and for the actions of other persons who have obtained unauthorized access to your OTON Account.

5. Risks associated with the use of cryptocurrency:

5.1. Some payments and settlements on the Website are carried out in cryptocurrency, including replenish of the OTON Account balance and payment of the referral fees to the Partners.



5.2. In order to prevent the use of the Website for unlawful purposes, including money laundering and terrorist financing, and to prevent OTON Users from being convicted in violating the law on conducting money laundering and terrorist financing, the Website will provide special procedures, including verification process, KYC, AML procedures, provision of documents, other information and other restrictions and prohibitions. These procedures/prohibitions and restrictions may vary from time to time. You agree that it is necessary to introduce the specified procedures/restrictions and prohibitions, and hereby give your consent to follow them. If you refuse to complete these procedures, including provision of documents and other information, access to your OTON Account will be blocked or withdrawals will be limited until the appropriate procedures shall be completed, including provision of documents and other information. You have the right to refuse the completion of these procedures and to contact the Technical Support Service with a request to close your OTON Account. If you do not complete the required procedures within 12 (twelve) months as of such request, your OTON Account will be blocked without any further notice to you.

5.3. By agreeing to these Terms, you are aware of the fact that:

5.3.1. the rate of cryptocurrency has very high volatility. Due to such fluctuations in the exchange rate, the value of your assets may decrease or increase at any time;

5.3.2. cryptocurrency also has special risks, which usually do not apply to official currencies. Unlike most currencies, which are supported by state governments, cryptocurrency is a unique currency, supported by technology and trust. There is no central bank that can take corrective measures to protect the value of the cryptocurrency during crisis.

5.3.3. currently, cryptocurrency is decentralized and is a partially anonymous system. In this regard, there are high risks of using cryptocurrency for illegal purposes, including money laundering and terrorist financing. You understand that the law of most states provides for liability not only for the intended acts of money laundering and/or terrorist financing, but also for having a reasonable assumption of participation in such activities.

5.4. There may be other additional risks that we did not foresee or did not specify in these Terms.

5.5. We draw your attention to the fact that different countries have different regulation for cryptocurrencies; in some countries regulation may be absent absolutely.



5.6. We recommend you to obtain advice from a competent legal expert regarding use of cryptocurrency in settlements on the Website, including obtaining cryptocurrency from participation in the OTON Distribution Program, as well as for other risks specified in these Terms.

5.7. You should carefully evaluate your financial position and attitude to those risks listed in the clause 5.3.

5.8. The Company shall not be liable for any risks connected with your use of the Website. By using the Website, you confirm that you understand the possible risks of using the Website and accept them.

6. Termination of your participation in OTON Ecosystem and lockout of your account

6.1. Termination of your participation in OTON Ecosystem means automatic termination of your participation in the OTON Distribution Program.

6.2. You have the right at any time to terminate your participation in OTON Ecosystem. In order to do this, you should contact the Technical Support Service to close your OTON Account. Before such a request, you must transfer all funds on the balance of your OTON Account to your other wallet or banking card. Upon initiating such termination you will lose the right to receive all rewards unpaid and due to you according to the OTON Distribution Program as of the date of such termination. All such unpaid rewards shall be transferred to the OTON Ecosystem Development Fund.

6.3. Your application for termination of participation will be reviewed within 14 (fourteen) calendar days.

6.4. Upon termination of your participation in the OTON Ecosystem, you will lose your position in the structure of remuneration payments of the OTON Distribution Program; the rewards according to the Affiliate program will not be charged to you.

6.6. Upon termination of your participation according to clause 6.2 herein, funds on the balance of your OTON Account will be transferred to your other electronic wallet or banking card if information about such wallet or card is available in your OTON Account; otherwise, the funds will be sent to the OTON Ecosystem Development Fund.

6.7. Your OTON Account will be locked out for initial term of 1 (one) month in case of



violation by you of these Terms of Use, Terms of Participation in the OTON Distribution Program and/or provisions of other OTON Ecosystem Documents, as well as requirements of applicable law, including the cases of:

6.7.1. intentional provision of the false data when registering or using the Website;

6.7.2. unauthorized posting (publishing) of the Content (for example, posting on YouTube, etc.);

6.7.3. unauthorized use of the OTON Ecosystem logo;

6.7.4. disseminating false or misleading information about the Company, OTON Ecosystem, Affiliate program, Satellite Projects or OTON Distribution Program.

6.7.5. creation of unauthorised accounts in social media (Facebook, Instagram, Telegram, Twitter, YouTube, etc.) and webpages in Internet with usage of OTON Ecosystem logo, logos of Satellite Projects and Content.

6.8. During lockout indicated in clause 6.7. you shall not be able to receive any rewards and withdraw any funds from your account. In the event of repeated violation indicated in clause 6.7. herein your User account shall be locked out (blocked) for the term of 3 (three) month. Such term can be prolonged for 6 (six) and 12 (twelve) month accordingly in the event of continuing or repeated violation.

6.9. You have the right to become participant of OTON Ecosystem again not earlier than after expiration of a 6 (six) months period from the date of termination of your participation in accordance with clause 6.2. At the same time, the renewal of your old position in the remuneration structure of the OTON Distributor Program is not possible, the construction of your structure shall start from the beginning.

6.10. You may not re-become the participant of OTON Ecosystem in the event your OTON Account is locked out according to the clause 6.7. and clause 6.8., unless otherwise decided by OTON Ecosystem.

7. Rights of the Users

7.1. Unregistered Users shall have the right to access the Content that is available to them and use the materials contained in it for their own education, exclusively for personal and non-commercial purposes.



7.2. Registered Users of OTON Ecosystem have the right to:

7.2.1. participate in OTON Distribution Program and receive rewards according to the Affiliate program;

7.2.2. to place their own Content and materials on the Easybizzi website in accordance with these terms of use of Easybizzi website and its technical capability, according to the settings of their OTON Account;

7.2.3. to provide OTON Ecosystem with gratuitous financial assistance in accordance with clause 8;

7.2.4. to make events corresponding to OTON Ecosystem purposes at their own expense with a right to invite any of OTON Users as well as other persons;

7.2.5. to participate in events stated in clause 7.2.4.

7.2.6. to participate in Satellite Projects.

7.3. By participating in events stated in clause 7.2.4 you give an unconditional and irrevocable consent to use your photo(s) and/or video with you made during the aforesaid events, by any means and for any purposes that do not discredit your honour and dignity.

8. Airdrops

8.1. From time to time, OTON Users may receive "airdrops." An airdrop is a free distribution of tokens or cryptocurrency coins. Such tokens or coins are issued by third parties. Neither OTON nor the owner of the Website is an issuer of such tokens or coins.

8.2. Neither OTON nor the owner of the Website is responsible for such airdrops. By participating in airdrops you enter into relationships with third parties – issuers of tokens or coins distributed via airdrops.

8.3. Neither OTON nor the owner of the Website is an organizer or agent or broker or intermediary or advisor of such airdrops. Neither OTON nor the owner of the Website has any relationships with issuers of such tokens or coins.

8.4. You participate in airdrops at your own risk, and disclaim, defend, indemnify and



hold harmless OTON and the owner of the Website from any and all claims, legal actions, suits, proceedings and demands whatsoever arising out of or by reason of your participation in airdrops.

8.5. Your relationships with issuers of tokens or coins within airdrops are governed by such issuers' terms of use and/or other such issuers' documents.

9. OTON Development Fund

9.1. You agree that OTON Ecosystem and the Company require technical support of the Website, legal and other services, and may incur other expenses from time to time.

9.2. In order to pay for OTON Ecosystem expenses, OTON Ecosystem Development Fund has been formed. The Company has an access to this OTON Ecosystem Development Fund.

9.3. In order to finance OTON Development Fund the following Website commission has been introduced:

9.3.1. 1,5% commission of the transaction amount shall be charged during withdrawal of cryptocurrency funds from your OTON Account to your external cryptocurrency wallets located outside the Website;

9.4. OTON Development Fund may also be formed through voluntary contributions from OTON Users.

9.5. Any OTON User shall have the right to make a voluntary contribution to the OTON Development Fund at any time.

10. OTON Distribution Program

10.1. All information about OTON Distribution Program is contained in the Terms of Participation in OTON Distribution Program and the Affiliate Program.

11. General restrictions on the use of the Website

11.1. Depending on restrictive measures in your country of residence and/or the country from which you access this Website, you may not be a User and/or a participant of the OTON Distribution Program. You are responsible for following the applicable laws and regulations in your country of residence and/or the country from which you access the Website.



11.1.1. We do not accept Users that are residents or domiciliary of such blacklist countries: Iran, Democratic People's Republic of Korea, Iraq, Cuba, Syria, Yemen, Libya, Myanmar, Sudan, South Sudan, Afghanistan, Central African Republic, Eritrea, Guinea, Guinea-Bissau, Lebanon, Somalia, Zimbabwe.

Residents or domiciliary of the United States of America or China; or an entity (including but not limited to any corporation or partnership) incorporated, established or registered in or under the laws of the United States of America or China may not access the Website, become a User and/or participant of OTON Distribution Program.

11.2. The Company grants you access to the use of the Website under condition that you refrain from the following actions, which, if performed, will be considered as a breach of these Terms:

11.2.1. to change and modify any part of the Website;

11.2.2. to distribute the program part or parts of the Website, including, any Content of the Website;

11.2.3. to use OTON Ecosystem logo without an explicit written consent of the Company;

11.2.4. to access the Content using any technology or instruments other than built-in video playback technologies on the Website itself or other such instruments that OTON Ecosystem may specifically provide for this purpose;

11.2.5. to perform (or attempt to perform) the following actions: circumvent, disable or otherwise interfere with any security-related to the Website or the Website's safeguard measures aimed:

11.2.5.1. to prevent or restrict the use and/or copying of any Content on the Website;

11.2.5.2. to impose restrictions on the use of the Website;

11.2.5.3. to impose restrictions on the use of information that can be accessed through the Website;

11.2.6. to hack or bypass security measures or authentication, as well as other means to check the vulnerability of systems or networks;

11.2.7. to use and run any automated system (including, without limitation, any robots, spiders or standalone readers) that accesses the Website in such a way that more



requests are sent to the servers over a certain period of time than it is able to do by a User in the same period using a public, standard (i.e. unmodified) web-browser;

11.2.8. to download files, viruses, trojans, other malicious programs or inoperable files to the server; to use and distribute computer programs such as "auto" and "macro" or other so-called "cheats" (cheat utilities);

11.2.9. to access the Content for any purpose other than personal and non-commercial use, solely in accordance with the purposes of OTON Ecosystem;

11.2.10. to copy, reproduce, distribute, transmit, broadcast, display, sell, license or otherwise use any Content, other than Content formally authorized by the Company;

11.2.11. to illegally obtain access to OTON Accounts of other persons and to provide any assistance to other persons in gaining access to someone else's OTON Accounts;

11.2.12. to use the Website for the purpose of any criminal activity, including but not limited to money laundering and terrorist financing;

11.2.13. to disseminate statements of offensive, burdening, aggressive, approving violence, inciting, sexist, obscene, pornographic, racist, reprehensible or other indecent or forbidden Content;

11.2.14. to insult, burden, embarrass, and threaten, intimidate or defame OTON Ecosystem, the Company or Users;

11.2.15. to track personal or confidential information of other Users transfer or distribute it or otherwise invade the private area of the other Users;

11.2.16. to disseminate false claims about race, religion and gender, sexual orientation, origin or social status of the other Users;

11.2.17. to monitor, transmit or disclose confidential information about OTON Ecosystem;

11.2.18. to disseminate false allegations about OTON Ecosystem/the Company/Users;

11.2.19. to use legally protected images, logos, photographs, graphics, video, music, sound recordings, texts, trademarks, trade names, designations, software products or other works and signs without consent of the right holder or right holders or without the



permission prescribed in applicable law or regulation;

11.2.20. to disseminate statements about the physical disadvantages of people, religious and political content, humiliating human dignity, inciting hatred and enmity;

11.2.21. to help or assist other persons to carry out any actions from this list or to call for them.

11.3. You understand and acknowledge that when using the Website you may encounter Content that does not correspond to the facts, that is offensive, indecent or otherwise objectionable. You waive any claims to OTON Ecosystem and its Users with respect to any such Content.

12. Exclusion of Warranties

12.1. The use of the Website is provided on an "as is" basis and the Company does not provide any guarantees, representations or warranties to the Users. The Company together with you, undertakes and will take all possible actions to make the use of the Website safe, uninterrupted, timely, convenient and responsive to the needs of OTON Ecosystem.

12.2. The Company as well as all the Users shall make every possible effort that:

12.2.1. The Website is available without any interruptions and errors and to rectify any issues in a timely manner;

12.2.2. The Website or its server do not contain viruses or other malicious programs;

12.2.3. The Content or other information posted on the Website is complete, correct and accurate;

12.2.4. There are no cases of unauthorized access to the Content, to your personal data (if any), to your OTON Account, and to the content of the Website.

12.3. No conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the Website. You agree that you access and use of the Website, its services and related materials shall be at your own risk.



13. Processing and protection of personal data:

13.1. By registering on the Website, you express your consent to the processing of your personal data (if any) in accordance with Privacy Notice.

14. Exclusion of liability

14.1. The Company shall not be liable for any direct or indirect, actual, exemplary damages, including but not limited to: the lost profits (incurred directly or indirectly), loss of revenue, loss of commercial reputation, loss of opportunity or loss of data, goodwill or other intangible assets, incurred by you as a result of using the Website. The User as a result of whose actions you suffered damage, is responsible to you independently. Neither the Company nor other Users bear joint or subsidiary liability for the damage caused to you.

14.2. The User shall not be liable to any third parties, including for damage caused as a result of the actions of a particular User. The User as a result of whose actions the damage was caused, is responsible to the injured party independently.

14.3. You agree that you are fully liable to the Company, the Users and other persons for any actions you perform on or related to the Website, if these actions violate these Terms of Use and/or other OTON Ecosystem Documents or obligations and prohibitions established by applicable law. Persons specified above shall have the right to demand from you compensation for the losses caused by your actions in accordance with applicable law.

14.4. The Company does not consider and does not resolve disputes arising between the Users.

14.5. By using the Website, you are fully responsible for complying with all laws and regulations applicable to you in your country of residence and/or citizenship or the country from which you access the Website.

14.6. You undertake to protect the Company and the Users of the Website from third parties claims, to exclude from liability, as well as to reimburse expenses and damages, including legal costs associated with:

- a) your use or attempt to use the Website in violation of these Terms of Use;
- b) the violation of the law or the rights of third parties from your side;



c) the User's Content, including any claims regarding the appropriation of intellectual property or violation of other property rights.

15. Changes to these Terms of Use:

15.1. This document may be amended at any time.

15.2. You will be notified about such amendments to these Terms before continuing to use the Website.

15.3. If you continue to use the Website after receiving change notification to these Terms, you are deemed to have accepted such changes.

16. Applicable law and jurisdiction

16.1. You agree that all disputes relating to these Terms will be resolved in accordance with the law of the Republic of Seychelles (applicable law).

17. General legal conditions

17.1. If a court competent to consider such a matter, decides that any provision hereof is void, such provision shall be excluded from these Terms without affecting the remaining provisions. At the same time, the remaining provisions shall remain in force.

17.2. This document is written in English. To the extent that any translated version of this document conflicts with this English version, this English version shall prevail.