

# Recurrent Ventures – Terms and Conditions

**Last Updated and Effective as of: June 21, 2022**

The following Terms and Conditions (“Terms and Conditions”) constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Recurrent Ventures Inc. and its affiliates (“Company,” “Recurrent,” “we,” “us,” or “our”), concerning your access to and use of any content, services, features, products or functionality, which are not already subject to a separate set of terms and conditions, made available on the website recurrent.io and the websites of our portfolio of brands including but not limited to thedrive.com; carbibles.com; thewarzone.com; wearthemighty.com; popsci.com; domino.com; taskandpurpose.com; melmagazine.com; livingly.com; actonmedia.com; brooklinemedia.com; camdenmedia.com; futurism.com; outdoorlife.com; fieldandstream.com; saveur.com; saveurselects.com; donut.media; zimbio.com; range365.com; stylebistro.com; shotbusiness.com; lonny.com; bobvila.com; kitchenistic.com; milspousefest.com; fitnessgoat.com; popphoto.com; betteryoumag.com; and interestingthings.com (collectively, the “Websites”). Note that some Recurrent websites and applications may have supplemental terms which would govern in the event of a conflict with these Terms and Conditions.

Your access and use of our Websites is subject to these Terms and Conditions and all applicable laws. By accessing or using any part of the Websites, you accept, unconditionally without limitation or qualification, these Terms and Conditions. If you do not agree with all of these Terms and Conditions, you may not use any portion of the Websites.

THESE TERMS AND CONDITIONS CONTAIN AN ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. PLEASE READ THEM CAREFULLY, SINCE THEY AFFECT YOUR LEGAL RIGHTS.

## **Accessibility**

If you are having any trouble accessing these Terms and Conditions or the Websites, please contact us at (321) 353-6113.

## **Privacy – Information about You and Your Visits to the Websites**

All information we collect on the Websites is subject to our [Privacy Policy](#). By using the Websites, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy. Additionally, you acknowledge and agree that transmissions made over the internet are never completely private or secure and that messages or information you send to the Websites may be intercepted or read by others.

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To access some of the resources the Websites offer, such as the ability to contact us, you may be asked to provide certain personal details or other information. It is a condition of your use of the Websites that all the information you provide through the Websites is correct, current, and complete. If you have a subscription or other form of account with us, you are responsible for maintaining the confidentiality of any login, password and other information associated with your account. You accept responsibility for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. You agree that, to the extent permitted by law, Company will not be liable for any loss you may incur as a result of someone other than you using your account to access information, either with or without your knowledge. You agree that all information you provide

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### **Copyright Infringement**

If you believe that any user contributions or other materials on the Websites violate your copyright, please provide us with the following written information in accordance with the Digital Millennium Copyright Act (the "DMCA"):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed;

- A description of where the material that you claim is infringing is located on the Websites;
  - A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent or the law;
  - Your name, address, telephone number and email address (if available); and
  - A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.
- Recurrent's DMCA designated copyright agent for notice of claims of copyright infringement on the Websites can be reached as follows:

Recurrent Ventures  
701 Brickell Ave, Suite 1550  
Miami, FL 33131  
E-mail: [DMCA@recurrent.io](mailto:DMCA@recurrent.io)

### **Trademarks**

The Company name, the Company logo, and all related domain names, names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Websites are the trademarks of their respective owners.

### **Prohibited Uses**

You may use the Websites only for lawful purposes and in accordance with these Terms and Conditions. You agree not to use the Websites:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing) or engage in conduct without the Company's prior written approval which suggests there is an endorsement by or commercial relationship with the Company.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Websites, or expose them to liability.

Additionally, you agree not to:

- Use the Websites in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Websites, including their ability to engage in real time activities through the Websites.
- Use any robot, spider, or other automatic device, process, or means to access the Websites for any purpose, including monitoring or copying any of the material on the Websites.
- Use any manual process to monitor or copy any of the material on the Websites, or for any other purpose not expressly authorized in these Terms and Conditions, without our prior written consent.

- Use any device, software, or routine that interferes with the proper working of the Websites.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Websites, the server on which the Website is stored, or any server, computer, or database connected to the Websites.
- Attack the Websites via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Websites.

### **Reliance on Information Posted**

The information presented on or through the Websites is made available solely for general information purposes, and is provided on an "as is" basis. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Websites, or by anyone who may be informed of any of its contents.

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### **Payment Processing**

The Websites may allow visitors to make credit card payments for certain Services and merchandise. We accept authorized payments through third-party payment processing service(s) that we have selected. Customers using the Websites to purchase Services or merchandise must provide all required payment information and may be directed to our third-party payment processor's website to complete the transaction.

All credit card transactions on the Websites processed through our selected payment processing service are processed in a secure, online payment gateway that encrypts your credit card details in a secure host environment. These details will only be used to process credit card transactions that you have initiated. We do not have access to or store your credit card information on our systems.

You acknowledge and agree that for any payment information you provide, the account being used is yours or that you have been specifically authorized to use it. All credit card account holders are subject to validation and authorization by the card issuer. If the issuer of your payment card refuses to authorize payment to us, we will not be liable for any non-delivery of Services or merchandise.

### **Linking to the Websites and Social Media Features**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

This Websites may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the Websites.

- Send emails or other communications with certain content, or links to certain content, on the Websites.
- Cause limited portions of content on the Websites to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you;
- Cause the Websites or portions thereof to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking;
- Link to any part of the Websites other than the homepage; or
- Otherwise take any action with respect to the materials on the Websites that is inconsistent with any other provision of these Terms and Conditions.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms and Conditions

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

### **Links from the Websites**

If the Websites contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them or reliance upon information in them. If you decide to access any of the third-party websites linked to the Websites, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

### **Eligibility**

You must be at least 13 years old to use the Websites. By agreeing to these Terms and Conditions, you represent and warrant to us that: (a) you are at least 13 years old; and (b) your use of the Websites complies with any and all applicable laws and regulations. If you are between the ages of 13 years old and 16 years old, you must obtain parental consent before providing any information, personal or otherwise, through the Websites.

Children accessing the Websites should obtain the permission and assistance of a parent or legal guardian. If you allow your minor child or a child for whom you are a legal guardian (a "Minor"), to access the Site, you will be solely responsible for: (i) the online conduct of such Minor; (ii) monitoring such Minor's access to and use of the Websites; and (iii) the consequences of any use of the Websites by such Minor.

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The Websites may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Websites.

All User Contributions must comply with the Content Standards set out in these Terms and Conditions.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Websites, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, service providers, agents, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose/according to your account settings.

We may refuse, alter, or remove a User Contribution without notice for any reason at our sole discretion, including our belief that a User Contribution may violate these Terms and Conditions or be otherwise objectionable. If and to the extent that we elect to accept User Contributions, we have the right, but not the obligation, to monitor, review, screen, post, remove, reject, modify and store all User Contributions posted on the Websites, at any time and for any reason, without notice, including to ensure that all such User Contributions comply with these Terms and Conditions. We do not endorse any User Contributions and the User Contributions posted do not reflect our opinions, views or advice. You are solely responsible for your User Contributions and the consequences of posting and publishing them and you agree that we are acting only as a passive conduit for your online distribution and publication of your User Contributions. We take no responsibility and assume no liability for any User Contributions that you or any other User or third-party posts or sends on or through the Websites, nor do we assume any liability for any action or inaction regarding transmissions, communications or content provided by any User or third party.

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You represent and warrant that:

You own or control all rights in and to the User Contributions and have the authority to grant the rights granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.

All of your User Contributions do and will comply with these Terms and Conditions.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other User of the Websites.

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These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must comply in their entirety with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person or entity.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and Conditions Use or our [Privacy Policy](#).
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

### **Monitoring and Enforcement; Termination**

We have the right to:

Remove or refuse to post any User Contributions for any or no reason in our sole discretion.

Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms and Conditions, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for the Company.

Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.

Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Websites.

Terminate or suspend your access to all or part of the Websites for any or no reason, including without limitation, any violation of these Terms and Conditions.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Websites.

YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Websites, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

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We do not accept any unsolicited ideas regarding the Websites from outside the Company including, without limitation, suggestions about advertising or promotions, or merchandising of any products, additions to our services, or changes in methods of doing business. We may already be working on or may in the future work on a similar idea. This policy eliminates concerns about ownership of such ideas. If, notwithstanding this policy, you submit an unsolicited idea to us, you understand and acknowledge that such idea is not submitted in confidence and we assume no obligation, expressed or implied, by considering it. You further understand that we shall exclusively own all known or hereafter existing rights to the idea everywhere in the world, and that such idea is hereby irrevocably assigned to us without condition. Without limiting the foregoing, to the extent any such assignment is deemed unenforceable, and or to the extent necessary for Company to utilize your submission, you hereby grant Company an irrevocable, perpetual, world-wide license to use the idea and any associated intellectual property in any manner, in any medium now known or hereafter developed, without compensation to you.

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OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN. WE RESERVE THE RIGHT AT ALL TIMES TO DISCLOSE ANY INFORMATION THAT WE DEEM NECESSARY TO COMPLY WITH ANY APPLICABLE LAW, RULE, REGULATION, LEGAL PROCESS OR GOVERNMENTAL REQUEST. YOU WAIVE AND HOLD HARMLESS RECURRENT AND ITS AFFILIATES, LICENSORS, LICENSEES, SUCCESSORS AND ASSIGNS FROM ANY CLAIMS RESULTING FROM ANY ACTION RELATING TO YOUR ACCOUNT OR TAKEN AS A RESULT OF ANY SUCH DISCLOSURE. RECURRENT MAKES NO REPRESENTATION THAT THE WEBSITES ARE APPROPRIATE OR AVAILABLE FOR USE AT LOCATIONS OUTSIDE OF THE UNITED STATES. ACCESS TO THE WEBSITES FROM TERRITORIES WHERE SUCH SERVICES ARE ILLEGAL IS STRICTLY PROHIBITED. IF YOU ACCESS THE WEBSITES FROM A LOCATION OUTSIDE OF THE UNITED STATES, YOU ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL LOCAL AND OTHER APPLICABLE LAWS.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Indemnification**

Unless prohibited by applicable law, you agree to indemnify, defend and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms and Conditions or your use of the Websites, including, but not limited to, your User Contributions, any use of the Websites' content, features, products and functionality other than as expressly authorized in these Terms and Conditions, or your use of any information obtained from the Websites.

### **Changes to the Websites and these Terms and Conditions**

All information posted on the Websites is subject to change at any time. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material. In addition, we may revise and update these Terms and Conditions at any time at our sole discretion. All changes are effective immediately when we post them and any material modifications will only be applied prospectively. We will make any such changes by posting them on the Websites. You should check the Websites for such changes frequently so you are aware of any changes, as they are binding on you. Your continued access to the Websites after such changes demonstrates your acceptance of those changes.

### **Severability**

If any part of these Terms and Conditions shall be held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of these Terms and Conditions, and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

### **Waiver; Remedies**

The failure of Company to partially or fully exercise any rights or the waiver of Company of any breach of these Terms and Conditions by you shall not prevent a subsequent exercise of such right by Company or be deemed a waiver by Company of any subsequent breach by you of the same or any other term of these Terms and Conditions. The rights and remedies of Company under these Terms and Conditions and

any other applicable agreement between you and Company shall be cumulative, and the exercise of any such right or remedy shall not limit Company's right to exercise any other right or remedy.

### **Governing Law; Dispute Resolution; Arbitration**

The laws of New York shall govern these Terms and Conditions. While we will make reasonable efforts to resolve any disagreements you may have with the Company, if these efforts fail, you agree that all claims, disputes, or controversies against the Company arising out of these Terms and Conditions, or the purchase of any products or services ("Claims") shall be exclusively submitted to binding arbitration (except for matters that may be taken to small claims court), no matter what legal theory they are based on or what remedy (damages, injunctive, or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and Claims made independently or with other claims. The party filing arbitration must submit Claims to the American Arbitration Association and follow its rules and procedures for initiating and pursuing arbitration. Any arbitration hearing that you attend will be held at a place chosen by the American Arbitration Association in the same city as the U.S. District Court closest to your then current residential address, or at some other place to which you and the Company agree in writing, and the arbitrator shall apply New York law consistent with the Federal Arbitration Act. **YOU SHALL NOT BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER USERS OR TO ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** You may obtain copies of the current rules, and forms and instructions for initiating arbitration by contacting the American Arbitration Association using the contact information noted below.

American Arbitration Association  
Website: [www.adr.org](http://www.adr.org)

A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten (10) years' experience or a retired or former judge, selected in accordance with the rules of the American Arbitration Association. The arbitration will follow the procedures and rules of the American Arbitration Association that are in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with these Terms and Conditions, in which case these Terms and Conditions will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect your customer account information and other confidential information if requested to do so by you or us. Each party to the arbitration will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines. The arbitrator's award is final and binding on the parties.

We will not choose to arbitrate any Claim you bring in small claims court. However, if such a Claim is determined by the court to be outside its jurisdiction, the parties agree that the dispute shall then be submitted to arbitration.

### **Jurisdiction**

The Websites are provided from the United States and all servers that make them available reside in the United States and in other jurisdictions. The laws of other countries may differ regarding the access and use of the Websites. We make no representations regarding the legality of the Websites in any other

country and it is your responsibility to ensure that your use complies with all applicable laws outside of the U.S.

**Questions**

Should you have any questions regarding these Terms and Conditions you may contact us via email at [compliance@recurrent.io](mailto:compliance@recurrent.io).