Recurrent Ventures – Terms and Conditions

Last Updated and Effective as of: June 21, 2022

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• 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

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• 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.

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• 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.
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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.

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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.

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- 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.

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**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.

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**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

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
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**Questions**
Should you have any questions regarding these Terms and Conditions you may contact us via email at compliance@recurrent.io.