

Crecer Connect Website Terms of Use

These Terms of Service ("**Terms**") apply to your access to and use of our website located at <https://crecerconnect.app> (collectively, our "**Site**") provided by [Crecer Connect, LLC] ("**Crecer Connect**") or ("**we**" or "**us**").

PLEASE READ THESE TERMS CAREFULLY, INCLUDING THE MANDATORY ARBITRATION PROVISION IN SECTION 13, WHICH REQUIRES THAT DISPUTES BE RESOLVED BY FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS, NOT A CLASS-WIDE OR CONSOLIDATED BASIS. IF YOU DO NOT WISH TO BE SUBJECT TO ARBITRATION, YOU MAY OPT OUT OF THE ARBITRATION PROVISION BY FOLLOWING THE INSTRUCTIONS PROVIDED IN SECTION 13.

By accessing or using our Site, you agree to be bound by these Terms and all terms incorporated by reference. If you do not agree to these Terms in their entirety, do not use our Site.

We may make changes to these Terms from time to time. If we make changes, we will provide you with notice of such changes, such as by sending an email, providing a notice through our Site or updating the date at the top of these Terms. Unless we say otherwise in our notice, the amended Terms will be effective immediately, and your continued use of our Site after we provide such notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop using our Site.

If you have any questions about these Terms or our Site, please contact us at legal@crecerconnect.app.

1. Privacy

For information about how we collect, use, share or otherwise process information about you, please see our [Privacy Policy](#).

2. Eligibility

You must be at least 16 years of age to use our Site. If you are under 18 years of age (or the age of legal majority where you live), you may use our Site only under the supervision of a parent or legal guardian who agrees to be bound by these Terms. If you are a parent or legal guardian of a user under the age of 18 (or the age of legal majority), you agree to be fully responsible for the acts or omissions of such user in relation to our Site. If you use our Site on behalf of another person or entity, (a) all references to "you" throughout these Terms will include that person or entity, (b) you represent that you are authorized to accept these Terms on that person's or entity's behalf, and (c) in the event you or the person or entity violates these Terms, the person or entity agrees to be responsible to us.

You may not use the Site if you are located in, or a citizen or resident of any state, country, territory or other jurisdiction that is embargoed by the United States or where your use of the Site would be illegal or otherwise violate any applicable law. You represent and warrant that you are not a citizen or resident of any such jurisdiction and that you will not use the Site while located in any such jurisdiction. You also may not use the Site if you are located in, or a citizen or resident of, any other jurisdiction where we have determined, at our discretion, to prohibit use of the Site. We may implement controls to restrict access to the Site from any such jurisdiction. You will comply with this paragraph even if our methods to prevent use of the Site are not effective or can be bypassed.

3. User Accounts and Account Security

You may need to register for an account to access some or all of our Site, you must be 18 years of age to register for an account. If you register for an account, you must provide accurate account information and promptly update this information if it changes. You also must maintain the security of your account and promptly notify us if you discover or suspect that someone has accessed your account without your permission. If you permit others to use your account credentials, you are responsible for the activities of such users that occur in connection with your account. We reserve the right to reclaim usernames, including on behalf of businesses or individuals that hold legal claim, including trademark rights, in those usernames.

4. Prohibited Conduct

You will not violate any applicable law, contract, intellectual property right or other third-party right or commit a tort, and you are solely responsible for your conduct while using our Site. In addition, you will not:

- Engage in any harassing, threatening, intimidating, predatory or stalking conduct;
- Use or attempt to use another user's account without authorization from that user and us;
- Impersonate or post on behalf of any person or entity or otherwise misrepresent your affiliation with a person or entity;
- Sell, resell or commercially use our Site;
- Copy, reproduce, distribute, publicly perform or publicly display all or portions of our Site, except as expressly permitted by us or our licensors;
- Modify our Site, remove any proprietary rights notices or markings, or otherwise make any derivative works based upon our Site;
- Use our Site other than for their intended purpose and in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Site or that could damage, disable, overburden or impair the functioning of our Site in any manner;
- Reverse engineer any aspect of our Site or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of our Site;
- Attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of our Site that you are not authorized to access; Use any data mining, robots or similar data gathering or extraction methods designed to scrape or extract data from our Site;
- Develop or use any applications that interact with our Site without our prior written consent;
- Send, distribute or post spam, unsolicited or bulk commercial electronic communications, chain letters, or pyramid schemes;
- Bypass or ignore instructions contained in our robots.txt file;
- Use, or allow third parties to use any content, data, or other information received or derived from the Site: to (a) directly or indirectly create, train, test, or otherwise improve any machine learning algorithms or artificial intelligence systems; or (b) to develop foundation models or other large scale models that compete with Crecer Connect; or
- Use our Site for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.

Enforcement of this Section 4 is solely at our discretion, and failure to enforce this section in some instances does not constitute a waiver of our right to enforce it in other instances. In addition, this

Section 4 does not create any private right of action on the part of any third party or any reasonable expectation that the Site will not contain any content that is prohibited by such rules.

5. Ownership; Limited License

Our Site, including the text, graphics, images, photographs, videos, illustrations and other content contained therein, are owned by us or our licensors and are protected under both United States and foreign laws. Except as explicitly stated in these Terms, all rights in and to our Site are reserved by us or our licensors. Subject to your compliance with these Terms, you are hereby granted a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to access and use our Site for your own personal, noncommercial use. Any use of our Site other than as specifically authorized in these Terms, without our prior written permission, is strictly prohibited, will terminate this license and violate our intellectual property rights.

6. Trademarks

Our logos, our product or service names, our slogans and the look and feel of our Site are our trademarks and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned on our Site are the property of their respective owners. Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us.

7. Feedback

You may voluntarily post, submit or otherwise communicate to us any questions, comments, suggestions, ideas, original or creative materials or other information about us or our Site (collectively, **"Feedback"**). You understand that we may use such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you, including, without limitation, to develop, copy, publish, or improve the Feedback in our sole discretion. In addition, you waive any so-called "moral rights" or rights of privacy or publicity in the Feedback. You understand that we may treat Feedback as nonconfidential.

8. Third-Party Content

We may provide information about third-party products, services, activities or events, or we may allow third parties to make their content and information available on or through our Site (collectively, **"Third-Party Content"**). We provide Third-Party Content as a service to those interested in such content. Your dealings or correspondence with third parties and your use of or interaction with any Third-Party Content are solely between you and the third party. We do not control or endorse, and make no representations or warranties regarding, any Third-Party Content, and your access to and use of such Third-Party Content is at your own risk.

9. Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless us and our subsidiaries and affiliates, and each of our respective officers, directors, agents, partners and employees (individually and collectively, the **"Creceer Connect Parties"**) from and against any losses, liabilities, claims, demands, damages, expenses or costs (**"Claims"**) arising out of or related to (a) your

access to or use of our Site; (b) your Feedback; (c) your violation of these Terms; (d) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); or (e) your conduct in connection with our Site. You agree to cooperate with Crecer Connect Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys' fees). You also agree that the Crecer Connect Parties will have control of the defense or settlement, at our sole option, of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and us or the other Crecer Connect Parties.

10. Disclaimers

Your use of our Site is at your sole risk. Except as otherwise provided in a writing by us, our Site and any content therein are provided "as is" and "as available" without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In addition, we do not represent or warrant that our Site is accurate, complete, reliable, current or error-free. While we attempt to make your use of our Site and any content therein safe, we cannot and do not represent or warrant that our Site or servers are free of viruses or other harmful components. You assume the entire risk as to the quality and performance of our Site.

Any content, data, or other information made available on the Site ("*Information*") is for informational purposes only. Information provided is not a recommendation to buy, sell, hold, or roll over any asset, adopt an investment strategy, or use a particular account type. Information does not consider the specific investment objectives, tax and financial conditions or particular needs of any specific person. Investors should discuss their specific situation with their financial professional.

11. Limitation of Liability

To the fullest extent permitted by applicable law, we and the other Crecer Connect Parties will not be liable to you under any theory of liability—whether based in contract, tort, negligence, strict liability, warranty, or otherwise—for any indirect, consequential, exemplary, incidental, punitive or special damages or lost profits, even if we or the other Crecer Connect Parties have been advised of the possibility of such damages.

The total liability of us and the other Crecer Connect Parties for any claim arising out of or relating to these Terms or our Site, regardless of the form of the action, is limited to the amount paid by you to use our Site.

The limitations set forth in this Section 11 will not limit or exclude liability for the gross negligence, fraud or intentional misconduct of us or the other Crecer Connect Parties or for any other matters in which liability cannot be excluded or limited under applicable law. Additionally, some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

12. General Release

To the fullest extent permitted by applicable law, you release us and the other Crecer Connect Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or

related to disputes between users and the acts or omissions of third parties. If you are a consumer who resides in California, you hereby waive your rights under California Civil Code § 1542, which provides: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

13. Dispute Resolution; Binding Arbitration

Please read the following section carefully because it requires you to arbitrate certain disputes and claims with us and limits the manner in which you can seek relief from us, unless you opt out of arbitration by following the instructions set forth below. No class or representative actions or arbitrations are allowed under this arbitration agreement. In addition, arbitration precludes you from suing in court or having a jury trial.

No Representative Actions. You and Crecer Connect agree that any dispute arising out of or related to these Terms or our Site is personal to you and Crecer Connect and that any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding.

Arbitration of Disputes. Except for small claims disputes in which you or Crecer Connect seeks to bring an individual action in small claims court located in the county of your billing address or disputes in which you or Crecer Connect seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, **you and Crecer Connect waive your rights to a jury trial and to have any dispute arising out of or related to these Terms or our Site resolved in court.** Instead, for any dispute or claim that you have against us or relating in any way to our Site, you agree to first contact us and attempt to resolve the claim informally by sending a written notice of your claim (“**Notice**”) to us by email at legal@crecerconnect.app. The Notice must (a) include your name, residence address, email address, and telephone number; (b) describe the nature and basis of the claim; and (c) set forth the specific relief sought. Our notice to you will be similar in form to that described above. If you and Crecer Connect cannot reach an agreement to resolve the claim within thirty (30) days after such Notice is received, then either party may submit the dispute to binding arbitration administered by an alternative dispute resolution (ADR) provider chosen by Crecer Connect or, under the limited circumstances set forth above, in court.

You and Crecer Connect agree that these Terms affect interstate commerce and that the enforceability of this Section 13 will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* (the “**FAA**”), to the maximum extent permitted by applicable law. As limited by the FAA, these Terms and the rules of the chosen ADR provider, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court, including the power to determine the question of arbitrability. The arbitrator may conduct only an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

The arbitrator, Crecer Connect, and you will maintain the confidentiality of any arbitration proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the arbitration or related to the dispute(s) therein. The arbitrator will have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary. The

duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a preliminary remedy or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by law or judicial decision.

You and Crecer Connect agree that for any arbitration you initiate, you will pay the filing fees. For any arbitration initiated by Crecer Connect, we will pay all the fees and costs of the ADR provider. You and Crecer Connect agree that the state or federal courts of the State of California and the United States sitting in State of Delaware have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

Any claim arising out of or related to these Terms or our Site must be filed within one year after such claim arose; otherwise, the claim is permanently barred, which means that you and Crecer Connect will not have the right to assert the claim.

You have the right to opt out of binding arbitration within 30 days of the date you first accepted the terms of this Section 13 by sending an email to legal@crecerconnect.app. In order to be effective, the opt-out notice must include your full name and address and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve disputes in accordance with Section 14.

If any portion of this Section 13 is found to be unenforceable or unlawful for any reason, (a) the unenforceable or unlawful provision will be severed from these Terms; (b) severance of the unenforceable or unlawful provision will have no impact whatsoever on the remainder of this Section 13 or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section 13; and (c) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims will be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section 13 is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section 13 will be enforceable.

14. Governing Law and Venue

Any dispute arising from these Terms and your use of our Site will be governed by and construed and enforced in accordance with the laws of the State of Delaware, except to the extent preempted by U.S. federal law, without regard to conflict of law rules or principles (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court will be resolved in the state or federal courts of the State of Delaware and the United States.

15. Modifying and Terminating our Site

We reserve the right to modify our Site or to suspend or stop providing all or portions of our Site at any time. You also have the right to stop using our Site at any time. We are not responsible for any loss or harm related to your inability to access or use our Site.

16. Severability

If any provision or part of a provision of these Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

17. Miscellaneous

These Terms constitute the entire agreement between you and us relating to your access to and use of our Site. Notwithstanding any other provisions of these Terms, Sections 1, 3, 5 (except for the license and rights granted), 6, 7, 8, 9, 10, 11, 12, 1, 13, 14, 15, 16, 1, and this 17 survive any expiration or termination of these terms. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree that communications and transactions between us may be conducted electronically. These Terms may not be transferred, assigned or delegated by you, by operation of law or otherwise, without our prior written consent, and any attempted transfer, assignment or delegation without such consent will be void and without effect. We may freely transfer, assign or delegate these Terms or our Site, in whole or in part, without your prior written consent.