

## **VeREIfi TERMS OF USE**

Effective: 08/16/2022

These Terms of Use (the "**Terms**") set forth the terms and conditions under which individuals residing in the United States may use the VeREIfi Application and/or the VeREIfi Services (as defined below). These Terms constitute an agreement between you and VeREIfi, LLC, on behalf of itself and its affiliates ("**VeREIfi**", "**We**", "**Us**"). We provide financial and investment related information (the "**Services**"). VeREIfi's technology, including its website, iOS mobile application, Android mobile application, and any other online platform, are referred to as the "**Platform**" and are considered part of the Services.

### **1. Nature of the Services**

VeREIfi offers various Services to help its users analyze financial matters and help educate them on possible investment opportunities and scenarios related to results that may be achieved. **VEREIFI IS NOT LICENSED, DOES NOT AND HAS NOT EVER REPRESENTED IT OR ANY OF ITS EMPLOYEES, AGENTS, OR ASSIGNS ARE LICENSED PROFESSIONALS OR LICENSED TO GIVE FINANCIAL OR INVESTMENT RELATED ADVICE. THE APPLICATION, SERVICES, AND PLATFORM ARE EDUCATIONAL IN NATURE AND ARE THE OPINIONS OF VEREIFI ONLY AND SHOULD NOT BE TREATED AS ANYTHING OTHER THAN OPINIONS. BY CONTINUING TO USE THE SERVICES, APPLICATIONS, AND/OR PLATFORM.**

#### **1.1. Limitations of Our Application, Services, and Platform**

The Services do not include professional financial or investment advice. You should consult with an appropriately trained professional for all specific information or concerns that require professional advice. As part of the Application, Services, and Platform, we may collect information from you and present information to you. In no way is the information provided to you guaranteeing any result.

### **2. Authority to Bind You**

These Terms are binding between us and you and you represent that you and the Recipient (if not the same) are at least the age of legal majority in your jurisdiction and that you have full authority to bind any other user of your account and yourself (if not the same) to these Terms, and every reference in these Terms to "you" and "your" shall include you and any other user of your account. You will provide us with evidence of any necessary authority over any other user of your account upon request.

### **3. Changes to Terms or Service**

These Terms are subject to change by VeREIfi at any time, subject to the following notification process. We will notify you about material changes in these Terms by sending a notice to the email address registered in your account, or by placing a prominent notice on our Application and/or Platform, so that you can choose whether to continue using any of our services. Material changes will go into effect no less than 30 days after we notify you. Non-material changes or clarifications will take effect immediately upon posting of the updated Terms on our Application and/or Platform. You should periodically check for updates. Any use of the Application, the Services, or Platform by you after the effective date of any changes will constitute your acceptance of such changes. These Terms supersede all prior versions of the Terms.

#### **4. Cancellation and Termination**

You may cancel your account by emailing us at [support@vereifi.com](mailto:support@vereifi.com). VeREIfi reserves the right, in its sole discretion, to immediately terminate your access to all or part of the VeREIfi Application, Platform and/or Services, to remove your profile and/or any content posted by or about you from the Application, Platform and/or Services, and/or to terminate your account with VeREIfi, with or without notice for any reason or no reason in its sole discretion, including without limitation if VeREIfi should determine that you are not eligible to use the Application, Platform and/or Services, have violated any terms stated herein, are not suitable for participation as a registered user, have misused or misappropriated Site content, including but not limited to use on a "mirrored," competitive, or third-party site. Upon termination, VeREIfi shall be under no obligation to provide you with a copy of any content posted by or about you on the Site. If we terminate your registration, we have no obligation to notify you of the reason, if any, for your termination.

#### **5. Intellectual Property**

All products and results that are rendered during the Application, Services, and Platform, these Terms, and this Agreement with VeREIfi, related to or arising from these Terms and Agreement with the VeREIfi (the "Work") are owned solely by VeREIfi unless explicitly stated otherwise in writing. You acknowledge and agree that the Work, and all rights therein, including, without limitation, copyrights, belong to and shall be the sole and exclusive property of VeREIfi. You agree to execute all papers and to perform such other proper acts as VeREIfi may deem necessary to secure for VeREIfi or its designee the rights herein assigned. VeREIfi may invent new, original, and ornamental or useful inventions in the course of or related to your contractual relationship with VeREIfi (the "Inventions"). You hereby disclaim, assign and/or transfer to VeREIfi, its successors, or assigns, the entire right, title, and interest in and to said Inventions, and any patent and patent applications deriving therefrom for any such invention in the United States and throughout the world, including the right to file foreign applications directly in the name of VeREIfi and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise; and to cooperate with VeREIfi as may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing said patent or patent applications in the United States and throughout the world for said Inventions, and for perfecting, recording, or maintaining any such title in VeREIfi. You hereby acknowledge that VeREIfi shall retain all right, title, and interest in all trademarks, trade dress,

and goodwill that results from any of the proprietary or confidential information described herein or any use or offer to sell thereof.

## **6. Privacy and Confidentiality**

When you use the Application, Services and/or Platform you may be asked submit personal information about you, such as your name, address, email address, mobile phone number, and age you agree to provide accurate, complete and up-to-date information, and your failure to do so may result in your inability to access and use the Application, Platform and/or the Services or suspension of your account.

## **7. Consent to Electronic Communication**

By using the Application, Services and/or Platform of VeREIfi, you agree to allow VeREIfi to communicate with you electronically, and you consent to electronic delivery of notices, documents, or products from VeREIfi via the VeREIfi Application, Services, and/ or Platform, any related mobile application, online messaging platform, or e-mail. You also agree to check your account, alerts, and messages, and the e-mail account reflected on your account on a reasonably regular basis to stay apprised of important notices and information about your account.

## **8. Disclaimers; Limitations; Waivers; Indemnification**

### **8.1 No Warranty**

The information and materials contained on the Application, Platform and/or the Services, including text, graphics, information, links or other items are provided "as is," "as available." Further, opinions, advice, statements, offers, or other information or content made available through the Application, Services, and Platform but not directly by VeREIfi, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. **VEREIFI DOES NOT: (1) WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THIS INFORMATION AND MATERIALS; (2) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY OTHER THAN VEREIFI; (3) WARRANT THAT YOUR USE OF THE SITE OR SERVICES WILL BE SECURE, FREE FROM COMPUTER VIRUSES, UNINTERRUPTED, ALWAYS AVAILABLE, ERROR-FREE OR WILL MEET YOUR REQUIREMENTS, OR THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED; OR (4) GIVE ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, VEREIFI EXPRESSLY EXCLUDES ALL CONDITIONS, WARRANTIES AND OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED BY STATUTE, COMMON LAW OR THE LAW OF EQUITY AND DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THIS INFORMATION AND MATERIALS.**

## **8.2 Limitation of Liability; Incidental Damages and Aggregate Liability.**

In no event will VeREIfi be liable for any indirect, special, incidental, or consequential damages, losses or expenses arising out of or relating to the use or inability to use the Application, Site, Services, and/or Platform, including without limitation damages related to any information received from the Application, Site, Services, and/or Platform, removal of content from the Application, Site, Services, and/or Platform, including profile information, any email distributed to any user or any linked web site or use thereof or inability to use by any party, or in connection with any termination of your subscription or ability to access the Application, Site, Services, and/or Platform, failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if VeREIfi, or representatives thereof, are advised of the possibility of such damages, losses or expenses. UNDER NO CIRCUMSTANCES WILL VEREIFI'S AGGREGATE LIABILITY, IN ANY FORM OF ACTION WHATSOEVER IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE SERVICES OR THE SITE, EXCEED THE PRICE PAID BY YOU FOR YOUR ACCOUNT, OR, IF YOU HAVE NOT PAID VEREIFI FOR THE USE OF ANY SERVICES, THE AMOUNT OF \$25.00.

## **8.3 No Liability for non-VeREIfi Actions.**

IN NO EVENT WILL VEREIFI BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, AND/OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SITE OR THE SERVICES OR ANY AGREEMENT OR RELATIONSHIP FORMED USING THE SITE OR SERVICE, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM ANYONE'S RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE SITE, OR TRANSMITTED TO OR BY ANY USERS OR ANY OTHER INTERACTIONS WITH OTHER REGISTERED USERS OF THE SITE OR SERVICES, WHETHER ONLINE OR OFFLINE. THIS INCLUDES ANY CLAIMS, LOSSES OR DAMAGES ARISING FROM THE CONDUCT OF USERS WHO HAVE REGISTERED UNDER FALSE PRETENSES OR WHO ATTEMPT TO DEFRAUD OR HARM YOU.

In addition to the preceding paragraphs of this section and other provisions of these Terms, any advice that may be posted on the Application, Services and/or Platform is for informational purposes only and is not intended to replace or substitute for any professional financial, medical, legal, or other advice. VeREIfi makes no representations or warranties and expressly disclaims any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the Application, Services and/or Platform. If you have specific concerns or a situation arises in which you require professional or medical advice, you should consult with an appropriately trained and qualified specialist.

## **8.4 Indemnification**

By agreeing to these Terms, users of the Application, Platform and/or the Services agree to indemnify, defend and hold harmless VeREIfi and its Affiliates from and against any and all claims, losses, expenses or demands of liability, including reasonable attorneys' fees and costs incurred by VeREIfi and its Affiliates in connection with any claim by a third party (including an intellectual property claim) arising out of (i) materials and content you submit, post or transmit through the Application, Platform and/or the Services or (ii) use of the Application, Platform and/or the Services by you in violation of these Terms of Use or in violation of any applicable law. Users further agree that they will cooperate as reasonably required in the defense of such claims. VeREIfi and its Affiliates reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by users, and users shall not, in any event, settle any claim or matter without the written consent of VeREIfi. Users further agree to hold harmless VeREIfi and its Affiliates from any claim arising from a third party's use of information or materials of any kind that users post to the Site.

## **9. Governing Law and Jurisdiction**

These Terms, and all claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort, or otherwise, shall be governed by the laws of the State of Texas, including Texas' statutes of limitations governing your claim, without giving effect to its principles of conflicts of law, provided that the Federal Arbitration Act shall govern the interpretation and enforcement of Section 12, the Arbitration Agreement.

Unless you and we agree otherwise, in the event that the Arbitration Agreement is found not to apply to you or to a particular claim or dispute (except for small-claims court actions), you agree that any claim or dispute that has arisen or may arise between you and VeREIfi must be resolved exclusively by a state or federal court located in the State of Texas. You and VeREIfi agree to submit to the personal jurisdiction of the courts located within the State of Texas for the purpose of litigating all such claims or disputes.

## **10. Notice**

We may give notice by means of a general notice on the Platform, electronic mail to your email address in your account, or by written communication sent by first class mail or pre-paid postage to the address on file in your account. You may give notice to us at any time by first class mail or pre-paid postage to PO Box 304, Driftwood, TX, 78619 or by email at [support@VeREIfi.com](mailto:support@VeREIfi.com). Notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email or posted on the Application, Services, and Platform).

## **11. Miscellaneous**

These Terms and any action related thereto will be governed by the laws of the State of Texas without regard to its conflict of laws provisions. We may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of our equity, business or assets; or (iii) a successor

by merger. Any purported assignment in violation of this section shall be void. Except as provided in Section 12 "Agreement to Arbitrate," If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under the law.

## **12. Agreement to Arbitrate and Dispute Resolution**

### **12.1. Agreement to Arbitrate**

This Section 12 is referred to in these Terms as the "Arbitration Agreement". You and VeREIfi hereby agree that all claims relating to or arising out of these Terms or the breach thereof, whether sounding in contract, tort, or otherwise that have arisen or may arise between you and VeREIfi or a VeREIfi Affiliate, whether relating to these Terms (including any alleged breach thereof), the Application, Services, and Platform, or otherwise, shall be resolved exclusively through **final and binding arbitration, rather than a court**, in accordance with the terms of this Arbitration Agreement, except you may assert individual claims in small claims court, if your claims qualify. Your rights will be determined by a **neutral arbitrator, not a judge or jury**. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

### **12.2. Prohibition of Class and Representative Actions and Non-Individualized Relief**

**YOU AND VEREIFI AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ARBITRATION, ACTION OR PROCEEDING. UNLESS BOTH YOU AND VEREIFI EXPRESSLY AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AGAINST VEREIFI AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER VEREIFI USERS.** If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

### **12.3. Pre-Arbitration Dispute Resolution**

VeREIfi is always interested in resolving disputes amicably and efficiently. Before you commence arbitration, we suggest that you contact us to explain your complaint, as we may be able to resolve it without the need for arbitration. You may contact us via email at [support@VeREIfi.com](mailto:support@VeREIfi.com) or at VeREIfi, LLC, PO Box 304, Driftwood, TX, 78619.

### **12.4. Opt-Out Procedure**

You can choose to reject this Arbitration Agreement by mailing us a written opt-out notice ("Opt-Out Notice") in accordance with the terms of this Section. For new Care.com users, the Opt-Out Notice must be postmarked no later than 30 Days after the date you use our Site or Services for the first time. You must mail the Opt-Out Notice to VeREIfi, LLC., PO Box 304, Driftwood, TX, 78619. The Opt-Out Notice must state that you do not agree to the Arbitration Agreement and must include your name, address, phone number, and the email address(es) used to log in to the VeREIfi account(s) to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the Arbitration Agreement. If you opt out of the Arbitration Agreement, VeREIfi will likewise not be bound by these arbitration provisions. All other terms of these Terms will continue to apply. Opting out of the Arbitration Agreement has no effect on any previous, other, or future arbitration agreements that you may have with us. VeREIfi users who accepted a previous version of these Terms that included an arbitration agreement, and who did not timely opt out of that arbitration agreement, remain bound by the last arbitration agreement that they accepted. Upon receipt of a valid Opt-Out Notice, VeREIfi will provide the opting out user with a copy of the arbitration agreement from the last version of the Terms that the user accepted, if any exists.

### **12.5. Future Changes to this Arbitration Agreement**

Notwithstanding any provision in these Terms to the contrary, you and we agree that if we make any change to this Arbitration Agreement (other than a change to any notice address or website link provided herein) in the future, such change shall not be effective until at least 60 days from the date of posting, and shall not apply to any claim that was filed in a legal proceeding against VeREIfi prior to the effective date of the change. Moreover, if we seek to terminate this Arbitration Agreement from these Terms, such termination shall not be effective until 30 days after the version of these Terms not containing the Arbitration Agreement is posted to the Application, Services and/or Platform, and shall not be effective as to any claim that was filed in a legal proceeding against VeREIfi prior to the effective date of removal.

### **13. Miscellaneous**

Nothing in this Agreement shall be construed as making either party the partner, joint venturer, agent, legal representative, employer, contractor or employee of the other. Neither party shall have, or hold itself out to any third party as having any authority to make any statements, representations or commitments of any kind, or to take any action, that shall be binding on the other, except as provided for herein or authorized in writing by the party to be bound. The invalidity, illegality or unenforceability of any term or provision of these Terms shall in no way effect the validity, legality or enforceability of any other term or provision of these Terms. Each Affiliate (as defined in Section 1) is expressly made a third party beneficiary of this Agreement and may enforce this Agreement directly against you. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

### **14. Severability**

If a court decides that any term or provision of these Terms other than Section 12.2 is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and these Terms shall be enforceable as so modified. If a court decides that any of the provisions of Section 12.2 are invalid or unenforceable, then the entirety of Section 12 shall be null and void. The remainder of the Terms will continue to apply.

## **15. Contact Information**

If you have any questions or need further information as to the Site or Services provided by VeREIfi, or need to notify VeREIfi as to any matters relating to the Site or Services please contact VeREIfi at:

VeREIfi, LLC.  
PO Box 304, Driftwood, TX, 78619