



Last modified: January 4, 2022

## Terms of Use

Creci, Inc. ("Creci" or the "Company") operates the [www.crecinotes.com](http://www.crecinotes.com) website (the "Website") and these Terms of Use ("Terms") govern your access and use of the Website and all services available through the Website (collectively, the "Services"). You must read, agree with and accept all of these Terms prior to using the Website.

Any information that you supply to the Company will be governed by these Terms and the Website Privacy Policy, as they may be updated from time to time by the Company. You agree to abide by the rules and policies established from time to time by the Company.

By using the Website and the Services, you attest that you are at least 18 years old. You will not use the Website if you are unable to form legally binding contracts or are under the age of majority.

By using the Website, you signify your assent to these Terms. Changes may be made to these Terms from time to time. Your continued use of the Website will be deemed acceptance to any amended or updated terms. If you do not agree to any of these Terms, please do not use the Website. The Company reserves the right to change, update or cease to offer the Website or any part thereof at any time.

### **No Investment Advice or Solicitation**

Creci is not an investment firm and does not provide investment advice. Any information contained on the Website or the Services is for information purposes only, and does not constitute investment, financial, legal, tax or other advice. You agree that all decisions you make on investment matters are your full responsibility, and you agree to consult with your own financial advisors prior to making any investment decisions. You agree to accept full responsibility for any investment you make. The Company, its Website and Services are not a substitute for the advice or services of a financial advisor. You understand that purchase of investment securities through the Services involves risk of loss.

WITHOUT LIMITING ANYTHING IN THESE TERMS, THE COMPANY MAKES NO WARRANTIES AND BEARS NO LIABILITY WITH RESPECT TO ANY INVESTMENTS, SECURITIES OR THE PERFORMANCE THEREOF.

Except as otherwise expressly noted, no information or communication contained on the Website or the Services shall constitute an offer to buy or sell or a solicitation of an offer to buy or sell investments, securities or any other financial instruments. Further, the information contained on the Website does not constitute, and may not be used for or in connection with, an offer or solicitation by anyone in any state or jurisdiction in which such an offer or solicitation is not authorized or permitted, or to any person to whom it is unlawful to make such offer or solicitation.

## **Not a Deposit Account**

You represent that you understand and acknowledge that Creci is not a bank or depository institution. Any investment securities available through the Services are not depository bank accounts, and therefore are not insured by the Federal Deposit Insurance Corporation or by any other governmental agency.

## **Expression of Interest**

We are currently gathering contact information from those interested in an offering of securities. Once offering statement for the securities is filed with, and qualified by, the Securities and Exchange Commission the Securities and Exchange Commission, we will contact those who have expressed interest to complete an account registration process.

To complete the registration process, you will create an account and become a registered user of the Website. Your account allows you to participate in the Services, subject to the Terms of Use and our Privacy Policy. Creci reserves the right to refuse to allow a user to register or use the Services for any reason, at the Company's sole discretion.

Some features or services offered on or through the Website may require you to open an account and set up a profile, providing personally-identifiable information, including but not limited to your name, your social security number, your address, your email address, a password and specific information about your financial situation (collectively, your "Client Information"). You are solely responsible for maintaining the confidentiality of your member name and password.

The information you provide may be visible to Creci and its employees and contractors who have a need to know such information in order to provide the Services.

You agree to immediately notify the Creci of any unauthorized use of your account or password. You are fully and solely responsible for the security of your computer system and all activity on your account, even if such activities were not committed by you. The Company will not be responsible for any losses arising out of the unauthorized use of your account and you agree to indemnify and hold harmless the Company and its managing members, officers, equity holders, employees, partners, parents, subsidiaries, agents, affiliates, and licensors (collectively, "Affiliates"), as applicable, for any improper, unauthorized or illegal uses of your account.

## **Termination**

You agree that Creci may for any reason, in its sole discretion and without notice, terminate, disable, or limit your access to, or use of, this Website and the Services for any reason, including without limitation, if we believe that you have violated or acted inconsistently with any portion of this Agreement.

Grounds for such termination may include, but are not limited to (i) extended periods of inactivity, (ii) violation of these Terms, (iii) fraudulent, harassing or abusive behavior, (iv) behavior that is harmful to other users, third parties, or the business interests of the Company or (v) infringement of third-party intellectual property rights.

If Creci believes, in its sole discretion, that a violation of these Terms or any illegal or inappropriate behavior has occurred, the Company may take any corrective action deemed appropriate. Creci will fully cooperate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity of anyone believed to have violated these Terms or to have engaged in illegal behavior in the use of the Services.

You may terminate your account at any time by emailing [investor-services@crecinotes.com](mailto:investor-services@crecinotes.com). Any suspension, termination, or cancellation shall not affect your obligations to the Company under these Terms (including but not limited to ownership, intellectual property, indemnification, and limitation of liability), which are intended to survive such suspension, termination, or cancellation.

### **Third-Party Service Providers**

In order to use to provide the Services, Creci must use third-party service providers, such as those provided by online payment and transfer of funds companies. In order to use the payment functionality of Creci's application, you must open a "Dwolla Platform" account provided by Dwolla, Inc. and you must accept the [Dwolla Terms of Service](#) and [Privacy Policy](#). Any funds held in or transferred through the Dwolla Account are held or transferred by Dwolla's [financial institution partners](#) as described in the [Dwolla Terms of Service](#). You authorize Creci to collect and share with Dwolla your personal information including full name, date of birth, social security number, physical address, email address and financial information, and you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your Dwolla account through Creci's application, and Dwolla account notifications will be sent by Creci, not Dwolla. Creci will provide customer support for your Dwolla account activity, and can be reached at [investor-services@crecinotes.com](mailto:investor-services@crecinotes.com).

You agree to indemnify Creci for any losses we incur based on your failure to provide accurate, truthful, or complete information, or to use the Website for any unauthorized or illegal purposes. Further, you agree to indemnify Creci for any Reversal Fee (as defined in the Dwolla Terms) assessed against Creci due to insufficient funds in your bank account(s) or due to any reason within your control.

### **Prohibited Uses**

You agree not to use the Website to:

- violate or encourage the violation of any local, state, national, or international law or engage in malicious activities including sending any message that is

unlawful, libelous, defamatory, abusive, sexually explicit, threatening, vulgar, profane, racially offensive, or otherwise objectionable, as determined by Creci in its sole discretion;

- use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Website, Application or Services;
- infringe any patent, trademark, trade secret, copyright, right of publicity or other right of any party;
- transmit any software or materials that contain any viruses, worms, Trojan horses, defects, or other items of a destructive nature or interfere with or disrupt or damage the Website or its security including but not limited to denial of service attacks, forged routing or email address information or similar methods or technology;
- attempt to use another user's account, impersonate another person or entity, misrepresent your affiliation with a person or entity, including (without limitation) Creci or create or use a false identity;
- harvest, collect or store personal data about other users of our Sites;
- attempt to obtain unauthorized access to the Website or portions thereof that are restricted from general access;
- modify, adapt, translate, sell, reverse engineer, obtain the code, decompile or disassemble any portion of the Website, Application or Services;
- use any meta tags or any other "hidden text" utilizing the Creci name, trademarks, or product names;
- access or use any portion of the Content if you are a direct or indirect competitor of the Company, or provide, disclose or transmit any portion of the Content to any direct or indirect competitor of the Company;
- engage in any activity that interferes with any third party's ability to use or enjoy the Website or which violates the rights of others;
- assist any third party in engaging in any activity prohibited by these Terms of Use.
- send, allow, enable, or support the transmission of mass unsolicited, unauthorized commercial advertising or solicitations via e-mail (spam);
- take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website or Application;
- frame or mirror any portion of the Website, place pop-up windows over its pages, or otherwise affect the display of its pages.

## **Report Abuse**

If you believe any Website users violate these Terms, please contact us at [investor-services@crecinotes.com](mailto:investor-services@crecinotes.com).

## **Disclaimer**

Your use of any aspect of the Website is at your own risk. Creci makes no representations or warranties whatsoever in respect of the Website or Services. Neither the Company nor any of its affiliates or their respective owners, officers, directors, employees, contractors or agents will be liable for any direct, incidental, consequential, indirect, punitive, exemplary, special or other damages, whether under any contract, tort (including negligence), strict liability, or other theory, and regardless of whether it has been advised of the possibility of such claim or damage, arising in connection with the Website or Services.

## **Your Warranties**

You represent and warrant to Creci that (a) all information, including, without limitation, Client Information, that you provide to us is accurate and truthful, (b) you have the authority to share Client Information with us and to grant us the right to use Client Information as provided in these Terms of Use and Privacy Policy, and (c) your acceptance and use of the Website pursuant to these Terms of Use does not violate any applicable law or other contract or obligation to which you are a party or are otherwise bound.

Your reliance upon the information available on the Website or located through utilization of the Services and your interactions with third-parties identified through the Services is SOLELY AT YOUR OWN RISK. Your interactions with other users or advertisers, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the other person or entity, and you agree that we will not be responsible for any loss or damage incurred as the result of any such dealings or with respect to any other person's or entity's use or disclosure of your personally identifiable information. If there is a dispute between you and any third party not specifically mentioned in these Terms, we are under no obligation to become involved, and you agree that you will manage any such dispute or disagreement directly, and that you will not make any claims against us with respect to products or services purchased through your use of the Services.

## **Interruption to the Site**

The Services may be subject to limitations, delays, and other difficulties inherent in the use of the Internet, mobile devices and electronic communications. We are not responsible for any delays, delivery failures or other damages resulting from such problems. We do not guarantee the Website or Services will be operable at all times. We reserve the right to do any of the following, at any time, without notice: (1) to modify,

suspend or terminate operation of or access to the Website and Services, or any portion thereof; (2) to modify or change Website or Services, or any portion thereof, and any applicable policies or terms; and (3) to interrupt the operation of the Website or Services, or any portion thereof, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

## **Indemnification**

You agree to indemnify and hold Creci and its affiliates, officers, directors, agents and employees harmless with respect to any suits, claims or demands, including reasonable attorneys' fees, made by you or any third party due to or arising out of your breach of these Terms of Use, including your fraudulent or malicious use, misuse, or abuse of the Website or Services; or your violation of applicable laws, rules or regulations in connection with your use of the Website or Services.

## **Limitation of Liability**

To the greatest extent allowable under applicable law, in no event shall Creci be liable to you or any third party for any damages, including but not limited to general, incidental, consequential, indirect, direct, special or punitive damages, arising out of or relating to the Website.

## **Binding Arbitration**

You and the Company agree that, except as provided below, all disputes, controversies and claims related to these Terms (each a "Claim"), shall be finally and exclusively resolved by binding arbitration, which may be initiated by either party by sending a written notice requesting arbitration to the other party. Any election to arbitrate by one party shall be final and binding on the other. The arbitration will be conducted under the Streamlined Arbitration Rules and Procedures of JAMS that are in effect at the time the arbitration is initiated (the "JAMS Rules") and under the terms set forth in these Terms. In the event of a conflict between the terms set forth herein and the JAMS Rules, the terms herein will control and prevail. The determination of whether a Claim is subject to arbitration shall be governed by the Federal Arbitration Act. Except as otherwise provided in these Terms, (a) you and the Company may litigate in court to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate or enter judgment on the award entered by the arbitrator; and (b) the arbitrator's decision shall be final, binding on all parties and enforceable in any court that has jurisdiction, provided that any award may be challenged if the arbitrator fails to follow applicable law. The arbitration will be conducted in New Castle County, Delaware.

## **Class Action Waiver**

You and the Company agree that any arbitration shall be limited to the Claim between the Company and you individually. YOU AND THE COMPANY AGREE THAT (a) THERE YOU WAIVE ANY RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; (b) YOU WAIVE RIGHT OR

AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL; AND (c) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER ARBITRATION.

### **Governing Laws and Miscellaneous**

These Terms shall be governed by the laws of the State of Delaware, exclusive of its choice of law rules. Your conduct may also be subject to other local, state, and national laws. Subject to the binding arbitration provision above, any action to be brought in connection with these Terms or the Services shall be brought exclusively in the state and federal courts located in New Castle County, Delaware and you irrevocably consent to their jurisdiction. In any action to enforce this Agreement, the prevailing party will be entitled to costs and attorneys' fees. Any cause of action against the Company must be brought within one (1) year of the date such cause of action arose. In the event that any provision of these Terms is held to be unenforceable, such provision shall be replaced with an enforceable provision which most closely achieves the effect of the original provision, and the remaining terms of these Terms shall remain in full force and effect. Nothing in this Agreement creates any agency, employment, joint venture, or partnership relationship between you and the Company or enables you to act on behalf of the Company. Except as may be expressly stated in these Terms, these Terms constitute the entire agreement between the Company and you pertaining to the subject matter hereof, and any and all other agreements existing between us relating thereto are hereby canceled. Nothing contained in these terms shall be construed to limit the actions or remedies available to the Company with respect to any prohibited activity or conduct. Non-enforcement of any term of these Terms does not constitute consent or waiver, and the Company reserves the right to enforce such term at its sole discretion. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The Company may assign its rights under these terms to any third party.

### **Contact Information**

If you have any questions about these Terms of Use, please feel free to contact us at [investor-services@crecinotes.com](mailto:investor-services@crecinotes.com).