



Terms & Conditions – FVLCRUM Websites

www.fvlcrum.com & <https://fvlcrumfund.clearinghousecdfi.com>

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CCDFI reserves the right to modify this Agreement at any time without giving you prior notice. Your use of the Site following any such modification constitutes your agreement to follow and be bound by the Agreement as modified. The last date these Terms of Use were revised is January 11, 2021.

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CCDFI cannot, and does not, guarantee or warrant that files available for downloading through the Site will be free of infection by software viruses or other harmful computer code, files or programs.

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CCDFI does not guarantee that any of the services or programs described on the Site will be available or that you will be eligible to participate in them.

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In no event will CCDFI or the FVLCRUM Fund be liable for any damages whatsoever, including, but not limited to any direct, incidental, consequential, special, exemplary or other indirect damages arising out of (i) the use of or inability to use the Site or the Content, (ii) any transaction conducted through or facilitated by the Site; (iii) any claim attributable to errors, omissions or other inaccuracies in the Site and/or the Content, (iv) unauthorized access to or alteration of your transmissions or data, or (v) any other matter relating to the Site or the Content, even if CCDFI has been advised of the possibility of such damages. If you are dissatisfied with the Site, the Content, or with the terms of use, your sole and exclusive remedy is to discontinue using the web site. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, some of the above limitations may not apply to you. In such states, CCDFI's liability is limited and warranties are excluded to the greatest extent permitted by law, but shall, in no event, exceed \$100.00.

Indemnification

You understand and agree that you are personally responsible for your behavior on the Site. You agree to indemnify, defend, and hold harmless CCDFI, the FVLCRUM Fund, business partners, employees, agents, and any third-party information providers to the Site from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable



attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the Site or the Content, or any violation by you of this Agreement.

Privacy

Click to view the [FVLCRUM Fund Privacy Policy](#).

User Conduct

You agree to use the Site only for lawful purposes. You agree not to take any action that might compromise the security of the Site, render the Site inaccessible to others, or otherwise cause damage to the Site or the Content. You agree not to add to, subtract from, or otherwise modify the Content, or to attempt to access any Content that is not intended for you. You agree not to use the Site in any manner that might interfere with the rights of third parties.

General Provisions

a. Entire Agreement/No Waiver. These Terms of Use constitute the entire agreement of the parties with respect to your use of the Site and the Content. No waiver by CCDFI and/or FVLCRUM Fund of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

b. Correction of Errors and Inaccuracies. The Content may contain typographical errors, or other errors or inaccuracies, and may not be complete or current. CCDFI and FVLCRUM Fund therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update the Content at any time without prior notice. CCDFI does not, however, guarantee that any errors, inaccuracies, or omissions will be corrected.

c. Enforcement/ Choice of Law/ Choice of Forum. If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, it will not impact any other provision of this Agreement, all of which will remain in full force and effect. Any and all disputes relating to this Agreement, the FVLCRUM Fund Privacy Policy, your use of the Site, the Service, or the Content are governed by, and will be interpreted in accordance with, the laws of the State of California, without regard to any conflict of laws provisions.

d. Claims of Copyright Infringement. If you believe that your copyright has been infringed by any of the Content contained on the Site, please contact: marketing@ccdfi.com.