

Terms of Use

Last Updated: September 15, 2022

Please take a few minutes to review these Terms of Use (as defined below) carefully. Your use of <https://civian.io/> (the “Website”) indicates your agreement to follow and be bound by the Terms of Use. IF YOU DO NOT WANT TO AGREE TO THESE TERMS OF USE, YOU MUST IMMEDIATELY DISCONTINUE ANY USE OF THE WEBSITE.

1. Legal Agreement

Your use of this Website is governed by the terms and conditions discussed below including any documents or policies they expressly incorporate by reference (collectively, these “Terms of Use”) governing access to and use of Civian and/or Ichor Strategies, LLC’s Services, including any other activities provided through the Website, mobile applications, newsletters, and other online or offline services (collectively the “Services”) offered on or through the Website whether as a visitor, customer, guest, a registered account user, or other user. This means that by using the Website and the Services, you are agreeing to these Terms of Use, which results in a legal agreement between you and Civian and/or Ichor Strategies. If you do not agree to the Terms of Use, please do not access or use our Services through this Website.

Terms such as “Civian”, “Ichor”, “us”, “we”, “our”, or “it” refer to Civian and/or Ichor Strategies, LLC. “You,” “your,” “user” and similar terms means you, the individual accessing our website, as well as any other person, business, or organization on whose behalf you may be using the Website or who may have rights through you. THIS AGREEMENT CONTAINS DISCLAIMERS AND OTHER PROVISIONS THAT LIMIT OUR LIABILITY TO YOU.

PLEASE REVIEW SECTION 20 DISPUTES SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH CIVIAN AND/OR ICHOR STRATEGIES ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS OF USE AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

2. Privacy

You consent and agree that we may use all collected information as described in our Privacy Policy, including future changes to the Privacy Policy, and applicable law. You can review the current version of the Privacy Policy at any time at [\[https://storage.googleapis.com/academic-osprey-301117.appspot.com/privacypolicy.pdf\]](https://storage.googleapis.com/academic-osprey-301117.appspot.com/privacypolicy.pdf).

3. Revisions to the Terms of Use

We reserve the right to revise and update these Terms of Use at any time in our sole discretion without prior notice. All changes are effective immediately, but will not apply retroactively, when we post them on

the Website, so your continued use of the Website means you agree to be bound by those revisions. Therefore, we encourage you to periodically review these Terms of Use.

If you do not accept and agree to any revised portions of this Terms of Use, you may reject the Terms of Use by immediately discontinuing use of the Website and the Services. In the event you reject the Terms of Use and continue to access or use the Website or Services, such continued access or use is unauthorized.

4. Website Modification, Suspension, or Cancellation

Any of the material on the Website may be out of date at any given time and we are under no obligation to update such material. However, we reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, any part of the Website or Services, including the process of our products, with or without notice to you. You agree that Civian and/or Ichor Strategies shall not be liable to you or any third party for any modification, suspension, or discontinuance of the Website or Services. In addition, we reserve the right to terminate your access to the Website for any reason, and to take any other actions that we, in our sole discretion, believe to be in the interest of the Website and of the Website's users as a whole.

5. Acceptable and Prohibited Use of Services

You may use the Website and the Services only for lawful purposes and in accordance with these Terms of Use. In order to use the Services, you must be at least 18 years old and you must provide truthful, accurate, and complete information.

You may not, nor may you permit, any third party directly or indirectly to:

- Use the Website in any way that violates any applicable federal, state, local, or international law or regulation;

- Export the Services of the Website, which may be subject to export restrictions imposed by US law, including U.S. Export Administration Regulations (15 C.F.R. Chapter VII);

- Use the Website for the purpose of exploiting, harming, or attempting to exploit or harm, minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;

- Transmit, procure, send, upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form or solicitation, except in those areas of the Services that are specially and specifically designated for solicitation;

- Upload, post, email, transmit or otherwise make available any content or material that contains software viruses, Trojan horses, worms, logic bombs or any other computer code, files or programs, or other material designed to maliciously interrupt, harm, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;

- Impersonate or attempt to impersonate Civian and/or Ichor Strategies, an Civian and/or Ichor Strategies employee, another user, or any other person or entity (including, without limitation, by using any email addresses associated with any of the foregoing);

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 Civian and/or Ichor Strategies or users of the Website or expose them to liability;

Perform or attempt to perform any actions that would interfere with the proper working of the Services, prevent access to or use of the Services by our other customers, or impose an unreasonable or disproportionately large load on our infrastructure including our networks and servers;

Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;

Copy, monitor, reproduce, alter, modify, create derivative works, publicly display, republish, upload, post, transmit, resell or distribute in any way the material, information or Services on the Website for any purpose without our prior written consent;

Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website;

Attack the Website via a denial-of-service attack or distributed denial-of-service attack;

"Stalk" or otherwise harass another;

Transfer any rights granted to you under these Terms of Use;

Otherwise use the Services except as expressly allowed under these Terms of Use and applicable policies.

If we reasonably suspect that your use of the Website has been for an unauthorized, illegal, or criminal purpose, you give us express authorization to share information about you, and any of your transactions, with law enforcement and to terminate or suspend your access to all or part of the Website.

We reserve the right, at any time, to modify or discontinue the Services or any part or content of the Services, without notice. We may also refuse to provide you with the Services and change eligibility requirements to use the Services at any time, without notice. We shall not be liable to you or to any third party for any modification, price change, suspension, or discontinuance of the Services. You also understand that the technical processing and transmission of the Services, including your Content (defined below), may involve: (a) transmissions over various networks, and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

If you use the Services on behalf of a business, organization, or another entity, you represent and warrant that you have the authority to accept these Terms of Use and enter into the legal agreement with Civian and/or Ichor Strategies on its behalf. If multiple people or entities utilize the Services, we will rely on the contact information listed for the Services. All information and materials provided by Civian and/or Ichor Strategies through the Services is for informational purposes only, and we do not guarantee the accuracy, completeness, timeliness or reliability of any such information or materials. Also, through the Services, we may provide, or third parties may provide, links to other websites or resources. Because Civian and/or Ichor Strategies has no control over such websites and resources, you acknowledge and agree that we are not responsible for the availability of such external websites or resources, and that we do not endorse and

are not responsible or liable, directly or indirectly, for any information, services, advertising, products, or other materials on or available from such websites or resources. You further acknowledge and agree that we are not to be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on information, services, advertising, products, or other materials available on or through external websites or resources. By using the Services, you represent and warrant that you meet all the requirements listed above and agree to these Terms of Use. Please note, by representing and warranting, you are making a legally enforceable promise.

6. Your Content

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials (collectively the "Content") in using the Services, whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not Civian and/or Ichor Strategies, is entirely responsible for all Content that you upload, download, post, email, transmit, or otherwise make available or use via the Services and that such Content must comply with all applicable laws and regulations and these Terms of Use. You do not claim ownership of Content you submit or that you make available in using the Services. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the Website or Services, if any, you grant Civian and/or Ichor Strategies and all users of the Service a worldwide, royalty-free and non-exclusive, perpetual, irrevocable and fully sublicensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed.

For Content made publicly available through the Services, you represent and warrant that:

- You have the right to grant such license and make such Content available to Civian and/or Ichor Strategies and our licensees, including any users of the Services;

- None of the Content you provide contains any data or information that is confidential, non-public, owned by or otherwise proprietary to a third party, not in the public domain or otherwise restricted or protected from use by any individual, entity or other party for any use by a third party; and

- Neither the delivery to nor use by Civian and/or Ichor Strategies or our licensees, including users of the Service, of such content shall violate or infringe the rights of any third party.

You understand that Civian and/or Ichor Strategies may or may not pre-screen any content you use when engaging in the Services, including content made available by or obtained from third parties, and that we have the right (but not the obligation) to remove such content from the Website or our Services that we determine may create a liability or damage Civian and/or Ichor Strategies. It is solely your responsibility to evaluate, and accept all risks associated with, the use of any third-party content, including your reliance on the accuracy, timeliness, or completeness of such content. You further understand that since we do not have control nor verify the content you use when engaging in the Services, it is not possible for us to guarantee the content displayed on our Website or any part of our Services. You acknowledge that Civian and/or Ichor Strategies may establish general practices and limits concerning use of the Services, including

without limitation the maximum number of days that your Content will be retained by the Services, the maximum size of any or all Content files, the maximum disk space that will be allotted on our servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Services in a given period of time, and any other conditions of the Services. You agree that we have no responsibility or liability for the deletion or failure to store any Content, messages, and other communications or other materials or Content maintained or transmitted by the Services.

7. Intellectual Property Rights

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), are owned by Civian and/or Ichor Strategies, its licensors, or other providers or such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. These Terms of Use permit the use of the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

Your computer may temporarily store copies of such materials incidental to your accessing and viewing those materials.

You may store files that are automatically cached by your Web browser for display enhancement purposes.

You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution. If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end-user license agreement for such applications.

If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

Modify copies of any materials from this Website.

Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.

Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Website.

You must not access or use for any commercial purposes any part of the Website or any Services or materials available through the Website. [If you wish to make any use of material on the Website other than as set out in this section, please address your request to: info@civian.io.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will end immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest

in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by Civian and/or Ichor Strategies. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

8. Trademarks

The Civian and/or Ichor Strategies name and all related names, logos, product and service names, designs, and slogans are trademarks of Civian and/or Ichor Strategies or its affiliates or licensors. You must not use such marks without our prior written permission. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

9. Copyright Complaints

Civian and/or Ichor Strategies respect the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify us of your infringement claim in accordance with the procedure set forth below.

(A) Notice

Civian and/or Ichor Strategies will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to Civian at [support@civian.io] (Subject line: "DMCA Takedown Request"). You may also contact us by mail at:

Civian
c/o Ichor Strategies, LLC
Attn: Copyright Complaints
34 35th Street, Suite B516
Brooklyn, NY 11232

To be effective, the notification must be in writing and contain the following information:

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

A description of the copyrighted work or other intellectual property that you claim has been infringed;

A description of where the material that you claim is infringing is located on the Services, with enough detail that we may find it on the Services;

Your address, telephone number, and email address;

A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and

A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

(B) Counter-Notice

If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to upload and use the content in your Content, you may send a written counter-notice containing the following information Civian at info@civian.io:

Your physical or electronic signature;

Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;

A statement that you have a good-faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and

Your name, address, telephone number, and email address, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If we receive a counter-notice, Civian and/or Ichor Strategies will send a copy of the counter-notice to the original complaining party, informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

(C) Repeat Infringer Policy

In accordance with the DMCA and other applicable law, Civian and/or Ichor Strategies has adopted a policy of terminating, in appropriate circumstances and at our sole discretion, users who are deemed to be repeat infringers. We may also at our sole discretion limit or terminate access to the Services of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

10. Your Responsibilities If You Break The Terms of Use

You agree that if you violate any of the Terms of Use, or any liabilities are incurred arising out of your use of this Website, you will be responsible for the costs and expenses that we or our officers, directors, employees, agents and suppliers incur as a result of the breach, including reasonable legal fees (if applicable). You will remain liable if someone else uses your account or personal information unless you can prove that such use was fraudulent.

11. Age Restrictions

You must be at least 18 years old to use the Website. If you are under 18 years old, you must have permission from a parent or legal guardian to use the Website. We have no intention of collecting personal information from individuals under the age of 18.

Our Website is not intended for children under 13 years of age. No one under age 13 may provide any information to or on the Website. We do not knowingly collect personal information from children under 13 without verified parental or guardian consent. If you are under 13, you are not permitted to use our Website or any related Services and should not provide us with any Personal Information about yourself,

including your name, address, telephone number, email address, or any screen name or user name you may use.

If we learn we have collected or received Personal Information from a child under 13 without verified parental consent, we will delete that information in accordance with the Children's Online Privacy Protection Act. If you believe we might have any information from or about a child under 13, please contact us at info@civian.io, and we will take reasonable steps to ensure that such information is deleted from our records.

12. Communications

You consent to accept and receive communications from us, including email, text messages, and calls to the telephone number you provide to us as described in our [Privacy Policy](#). Standard message and data rates applied by your cell phone carrier may apply to the text messages we send you.

13. Third-Party Products and Services

All third-party products or services included or sold with the Services are provided solely according to the warranty and other terms specified by the manufacturer or service provider, who is solely responsible for service and support for its product or service. For service, support, or warranty assistance, you should contact the manufacturer or service provider directly. CIVIAN AND/OR ICHOR STRATEGIES MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH THIRD-PARTY PRODUCTS, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

14. Linking to the Website and Social Media Features

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 Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.

- Send emails or other communications with certain content, or links to certain content, on this Website.

- Cause limited portions of content on this Website 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 Website or portions of it 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 Website other than the homepage.

- Otherwise take any action with respect to the materials on this Website that is inconsistent with any provision of these Terms of Use.

You agree to cooperate with us in stopping any unauthorized framing or linking immediately. 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 at our discretion.

15. Links from the Website

If the Website contains links to other sites and resources provided by third-parties, these links are provided for your convenience only. This may include links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for those websites.

16. Geographic Restrictions

The owner of the Website is based in the State of New York in the United States of America. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

17. Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that information, materials, and services from the Internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY PRODUCTS AND SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY PRODUCTS OR SERVICES, OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY PRODUCTS OR SERVICES, OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER Civian AND/OR ICHOR STRATEGIES NOR ANY PERSON ASSOCIATED WITH Civian AND/OR ICHOR STRATEGIES MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER Civian AND/OR ICHOR STRATEGIES NOR ANYONE ASSOCIATED WITH Civian AND/OR ICHOR STRATEGIES REPRESENTS OR WARRANTS

THAT THE WEBSITE, ITS CONTENT, OR ANY PRODUCTS OR SERVICES OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY PRODUCTS OR SERVICES OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. TO THE FULLEST EXTENT PROVIDED BY LAW, Civian AND/OR ICHOR STRATEGIES HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

18. Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL Civian AND/OR ICHOR STRATEGIES, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

19. Indemnification

You agree to defend, indemnify, and hold harmless Civian and/or Ichor Strategies, 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 of Use or your use of the Website, including, but not limited to, any use of the Website's content and Services other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

20. Disputes

Any dispute or claim relating in any way to your use of the Website or your use of the Services will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify.

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the AAA's Consumer Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this Arbitration Agreement. The AAA Rules are available at https://www.adr.org/sites/default/files/Consumer_Rules_Web_1.pdf or by calling the AAA at 1-800-778-7879. The Federal Arbitration Act ("FAA") and AAA Rules shall preempt all state laws to the fullest extent permitted by law. If the FAA and AAA Rules are found to not apply to any issue that arises under these Terms of Use or the enforcement thereof, then that issue shall be resolved under the laws of the State of New York.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the provisions of these Terms of Use as a court would. The prevailing party in arbitration will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. To begin an arbitration proceeding, you must provide Civian and/or Ichor Strategies with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration - Consumer Arbitration Rules available at www.adr.org or by calling the AAA at 1-800-778-7879). Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules.

If for any reason a claim proceeds in court rather than in arbitration you waive any right to a jury trial. You additionally agree that you may bring claims against us only on an individual basis and not as a plaintiff or class user in any purported class or representative action or proceeding. Unless we agree otherwise, the decision-maker may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Also, the decision-maker may award relief only to the extent necessary to provide relief necessitated by that party's individual claims. Any relief awarded cannot affect other users.

22. Governing Law and Jurisdiction

By using the Website or our Services, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the State of New York, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and Civian and/or Ichor Strategies.

23. Limitation on Time to Initiate a Dispute

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

24. Waiver and Severability

No waiver by Civian and/or Ichor Strategies of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or

condition, and any failure of Civian and/or Ichor Strategies to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use or part thereof is found to be invalid or unenforceable, the invalidity or unenforceability of such provision or part will not affect any other provision or the remainder of the provision in which such invalid or unenforceable part is contained, which will remain in full force and effect.

25. Assignment

The Terms of Use, and any rights you may have under them, may not be assigned or transferred. Civian and/or Ichor Strategies may freely assign the Terms of Use.

26. Headings

All headings used in the Terms of Use are intended for convenience of reference only and shall not affect the construction or interpretation of the Terms of Use. Words of any gender used in the Terms of Use shall be held to include any other gender, and words in the singular shall be held to include the plural when the sense requires.

27. Entire Agreement

The Privacy Policy is incorporated into these Terms of Use and therefore constitute the sole and entire agreement between you and Civian and/or Ichor Strategies regarding the Website. This supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website. Any ambiguities in the interpretation of these Terms of Use shall not be construed against the drafting party.

28. Feedback

We value your comments and opinions. If you have questions, comments or a complaint about these Terms, you may send a written notice to us by email: [info@civian.io] or mail: Civian c/o Ichor Strategies, LLC, 34 35th Street, Suite B516, Brooklyn, NY 11232.