

Terms and Conditions

Last updated: October 17, 2023

Please read these terms and conditions carefully before using Our Application.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

- **Application** means the software program provided by the Company named Reventure App.
- **Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- **Account** means a unique account created for You to access our Application or parts of our Application.
- **Country** refers to: United States
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Reventure App, LLC, 5016 Centennial Blvd, Ste 200, Nashville, TN 37209.
- **Device** means any device that can access the Application such as a computer, a cellphone or a digital tablet.
- **Feedback** means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Application.
- **Free Subscription** refers to the basic membership tier on the Application, which provides access to basic data at no cost to the user.
- **Market Data** refers to the real estate and demographic data contained on the App and Website.

- **Premium Subscription** refers to the premium membership tier on the Application, which provides access to advanced real estate data points to users for a monthly or annual fee.
- **Subscriptions** refer to the Applications or access to the Application offered on a subscription basis by the Company to You.
- **Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Application.
- **Third-party Social Media Application** means any Applications or content (including data, information, products or Applications) provided by a third-party that may be displayed, included or made available by the Application.
- **Third-party Data Sources** means entities such as Zillow, Realtor.com, the US Census Bureau, and the Bureau of Labor Statistics, as well as any others that are or may be the source of the Market Data on the App and Website.
- **You/Your** means the individual accessing or using the Application, or the company, or other legal entity on behalf of which such individual is accessing or using the Application, as applicable.
- **Website** means www.reventure.app, www.reventureapp.com, and all subpages related to these websites.

Acknowledgment

These are the Terms and Conditions governing the use of this Application and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Application.

Your access to and use of the Application is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Application.

By accessing or using the Application You agree to be bound by these Terms and Conditions.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Application.

Your access to and use of the Application is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Application.

Subscription period

The Application or some parts of the Application are available only with a paid Premium Subscription. You will be billed in advance on a recurring and periodic basis (such as daily, weekly, monthly or annually), depending on the type of Subscription plan you select when purchasing the Subscription.

At the end of each period, Your Premium Subscription will automatically renew under the exact same conditions unless You cancel it or the Company cancels it.

Subscription cancellations

You may cancel or downgrade Your Premium Subscription renewal through Your Account billings page. You will not receive a refund for the fees You already paid for Your current Subscription period and You will be able to access the Application until the end of Your current Subscription period.

Billing

You shall provide the Company with accurate and complete billing information including full name, address, state, zip code, e-mail, and valid payment method information.

Should automatic billing fail to occur for any reason, the Company will send an e-mail notifying you that the payment has failed, and that you will not be able to use the Application until payment is updated.

Fee Changes

The Company, in its sole discretion and at any time, may modify the Subscription fees without notice. The Subscription fee change will become effective at the end of the then-current Subscription period.

The Company will endeavor to provide You with reasonable prior notice of any change in Subscription fees to give You an opportunity to terminate Your Subscription before such change becomes effective.

Your continued use of the Application after the Subscription fee change comes into effect constitutes Your agreement to pay the modified Subscription fee amount.

Refunds

Except when required by law, paid Subscription fees are non-refundable.

Free Subscription

The Company may, at its sole discretion, offer a Free Subscription that provides You access to a limited selection of Market Data on the Application.

At any time and without notice, the Company reserves the right to (i) modify the terms and conditions of the Free Subscription offer, or (ii) cancel such Free Subscription offer.

User Accounts

When You create an account with Us, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Application.

You are responsible for safeguarding the password that You use to access the Application and for any activities or actions under Your password, whether Your password is with Our Application or a Third-Party Social Media Application.

You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

Receipt of Marketing Emails

By creating an account on the Application, you expressly consent to receive marketing emails from the Company. These emails may include promotional offers, product updates, event invitations, and other information related to our products and services.

If you wish to unsubscribe from the Company's email list and no longer receive marketing communications from us, you can easily do so by clicking the "Unsubscribe" link provided at the bottom of our emails. Once unsubscribed, you will no longer receive marketing emails from us, although you may still receive transactional emails related to your account and purchases.

Intellectual Property

The Application and its content, features and functionality are and will remain the exclusive property of the Company and its licensors.

The Application is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or Application without the prior written consent of the Company.

Your Feedback to Us

You assign all rights, title and interest in any Feedback You provide the Company. You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

Links to Other Websites

Our Application may contain links to third-party web sites or applications that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or applications. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or applications available on or through any such web sites or applications.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or applications that You visit.

Reliance on Third-Party Data not Guaranteed.

The Application and Website display Market Data gathered from Third-party Data Sources such as Zillow, Realtor.com, the US Census Bureau, the Bureau of Labor Statistics, as well as others that might be added or removed at any given time and without notice.

The Company does not guarantee that this Market Data is fully accurate or complete. If You use or rely on this Third-Party Data to influence your real estate decisions, You do so at your own risk.

Neither You nor any other person shall hold any the Company or any and all Third-party Data Sources liable in any way for (a) any inaccuracy, error or delay in, or omission of, (i) any such data, information or message or (ii) the transmission or delivery of any such data, information or message, or (b) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) non- performance or (iii) interruption in any such data, information or message, due either to any negligent act or omission, to any "force majeure" (e.g., flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, equipment or software malfunction) or to any other cause beyond the reasonable control of any Disseminating Party.

Data Can Change Unexpectedly

The Market Data available in Reventure App is continually updated and revised and could change significantly and unexpectedly on a month-to-month basis.

Disclaimer: Risks of Relying on Market Data

The Market Data provided on the Application, including but not limited to property values, market trends, overvaluation %, and all existing current or future data, is intended for general informational purposes only. While the Company strives to offer accurate and up-to-date Market Data, We do not make any representations or warranties, express or implied, about the completeness, accuracy, reliability, suitability, or availability with respect to the Market Data or any other information, products, services, or related graphics contained on the Application for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

The data and information available on this Application regarding property values do not constitute a prediction, forecast, or guarantee of future home values. Real estate market conditions are influenced by a variety of factors, including economic trends, local and global events, governmental policies, and changes in supply and demand dynamics.

Consequently, the past performance of property values, as indicated in this Application, is not indicative of future results. Users of this Application are encouraged to conduct their own research and consult with qualified real estate professionals or financial advisors before making any decisions based on the information provided on this website.

Risks of Buying Real Estate

By agreeing to these Terms and Conditions, you acknowledge that investing in or buying real estate involves risks and uncertainties which are difficult to predict. Homeowners and investors who buy real estate properties could experience substantial loss of principal through declining home values, as well as a loss of income through declining rental rates. Homeowners and investors also face the risk of rising operating costs through increasing property taxes, insurance, maintenance, HOA fees, and mortgage interest costs.

By agreeing to These Terms and Conditions, you acknowledge that the Application and its Market Data do not necessarily mitigate these risks.

The Company shall not be held liable for any loss, damage, or inconvenience arising from the use of the Application's Market Data, whether directly or indirectly. Users are encouraged to exercise their own due diligence and seek professional advice before making any real estate-related decisions. Our Application is intended for informational and research purposes only, and any actions taken based on the Application's data are at the sole discretion and risk of the user.

Termination

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Application will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Application.

Limitation of Liability

Application provides data on the real estate market as a Application to our users. It is important to acknowledge that the data tracks historical trends and may not be accurate indicators of future real estate market conditions. We make every effort to ensure the accuracy and reliability of the data, but we cannot guarantee their absolute correctness.

By using our Application, you agree that the Company shall not be held liable for any loss, damage, or inconvenience arising from the use of the Application's Market Data, whether directly or indirectly. Users are encouraged to exercise their own due diligence and seek professional advice before making any real estate-related decisions. Our Application is intended for informational and research purposes only, and any actions taken based on the Application's data are at the sole discretion and risk of the user.

Furthermore, the Company is not responsible for any third-party content, advertisements, or information that may be presented alongside our Application. We disclaim all warranties, express or implied, related to the accuracy, timeliness, and reliability of the data and predictions provided.

By using our Application, you acknowledge and accept these terms and conditions, releasing the Application and Company from any liability or claims related to your use of our predictions. If you do not agree with these terms, you are advised to discontinue the use of our Applications.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of net worth, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Application, third-party software and/or third-party hardware used with the Application, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

"AS IS" and "AS AVAILABLE" Disclaimer

The Application is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and Application providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Application, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Application will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or Applications, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Application, or the information, content, and materials or products included thereon; (ii) that the Application will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Application; or (iv) that the Application, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Governing Law

The laws of Tennessee, Unites States, shall govern this Terms and Conditions and Your use of the Application and Website. Your use of the Application and Website may also be subject to other local, state, national, or international laws.

Dispute Resolution

If You have any concern or dispute about the Application or Website, You agree to first try to resolve the dispute informally by contacting the Company.

Any dispute, controversy, or claim arising out of or relating to these Terms and Conditions, or the breach, termination, or invalidity thereof, that cannot be resolved informally, shall be settled by arbitration in accordance with its applicable rules, or any other established alternative dispute resolution provider mutually agreed upon by the parties. The place of arbitration shall be Nashville, Tennessee, and the language of the arbitration shall be English.

The decision rendered by the arbitrator(s) will be final and binding upon both parties, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and expenses, including legal fees, in connection with the arbitration.

For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

United States Federal Government End Use

Provisions

If You are a U.S. federal government end user, our Application is a "Commercial Item" as that term is defined at 48 C.F.R. §2.101.

United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Application. You agree that the original English text shall prevail in the case of a dispute.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Application after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Application.

Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

- By email: helpdesk@reventure.app
- By visiting this page on our website: www.reventure.app/contact