

CRESCENT TERMS OF USE

These Terms of Use (these “Terms”) govern your access to and use of any website or mobile application (the “Platform”) offered by or through Crescent Financial Inc. (“Crescent”). The words “you,” “your,” “yours,” used in these Terms means the entity on behalf of which the individual authorized to do so agrees to these Terms.

THESE TERMS CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND CRESCENT. PLEASE READ CAREFULLY THROUGH ALL SECTIONS OF THESE TERMS. YOU MUST AGREE TO THESE TERMS TO RECEIVE ACCESS TO AND PARTICIPATE IN OUR SERVICES. BY CLICKING ON A BOX OR ICON WHICH PROVIDES THAT YOU AGREE TO THESE TERMS, YOU AGREE TO THESE TERMS AS OF THE FIRST DATE OF ANY SUCH ACTION. IF YOU DO NOT FULLY UNDERSTAND, ACCEPT AND AGREE WITH THESE TERMS, DO NOT CLICK ON A BOX OR ICON WHICH PROVIDES THAT YOU AGREE TO THESE TERMS AND DO NOT ACCESS OR OTHERWISE PARTICIPATE IN OR USE THE PLATFORM.

NOTICE OF MANDATORY ARBITRATION AND CLASS ACTION AND JURY TRIAL WAIVER PROVISION.

These Terms contains a mandatory (binding) arbitration provision and class action and jury trial waiver clauses. Except for certain types of disputes described in Section 9 or where prohibited by Applicable Law (as defined in Section 10), you agree that disputes between you and Crescent regarding your use of the Platform will be resolved by binding, individual arbitration and you waive your right to participate in a class action lawsuit or class-wide arbitration.

1. CRESCENT IS A FINANCIAL TECHNOLOGY COMPANY

Crescent provides certain visitors to the Platform with access to products and services (collectively, the “Services”) provided by third parties, including certain financial institutions (“Banks”) offering financial products and services, brokerage firms licensed to sell securities (“Brokers”), and registered investment advisors providing investment advice (“Advisors” and collectively, with Brokers and Banks, the “Third Party Providers”). **You acknowledge that Crescent is a financial technology company and not a bank, insured depository institution, brokerage firm, or registered investment advisor. Crescent, and the Services provided by Crescent, are not and should not be viewed as providing legal, financial, investment, or tax advice.** Any banking services offered to you through the Platform are provided by the Banks. Any funds that you deposit through your use of the Platform are deposited directly with the applicable Bank pursuant to the applicable agreement between you and such Bank. Any securities offered or sold to you through the Platform are provided by the Brokers pursuant to the applicable agreement between you and such Broker. Any investment advisory services offered to you through the Platform are provided by the Advisors pursuant to the applicable agreement between you and such Advisor. All Services may not be appropriate for your unique financial situation. Before making any financial decisions, you should consider obtaining advice from your accountant, lawyer, and financial advisor.

2. ELIGIBILITY AND PARTICIPATION IN THE SERVICES

The Platform is intended for companies located within the United States. We make no representation that the Services are appropriate or available for use outside of the United States. Access to the Platform from countries or territories or by individuals where such access is illegal is prohibited. We reserve the right to reject participation in the Platform for any reason, in our sole and absolute discretion.

You hereby grant Crescent an unrestricted, perpetual, irrevocable right to use the personal information you provide when establishing a profile on the Platform (your “Profile”) and to provide that information our Third Party Providers to provide the Services. We also may obtain information from other third parties to verify your identity or prevent fraud. You authorize us, or any third party who we designate, to confirm the identifying information you provide, verify and authenticate your identifying information, and take any action we deem necessary based on the results. You acknowledge that this process may result in a delay in registering your Profile, and that you may not be authorized to access

or use the Platform or be able to open at a deposit or brokerage account until your registration on the Platform has been successfully completed. We and other third party service providers with whom we contract will monitor your use of the Services, and review your identifying information on an ongoing basis, as may be required or allowed by law or pursuant to our internal policies and procedures. We may require you to provide us with additional identifying information as a condition to your continued access to and use of the Platform and the Services. During such time, your access to and use of the Services and the Platform may be temporarily restricted. You represent and warrant that all information provided to us in connection with the Services or otherwise is true, accurate, and not misleading in any respect. If any such information changes, it is your obligation to update such information as soon as possible.

When you register for a Profile, you will be asked to create a password. You are solely responsible for maintaining the confidentiality of your Profile and password, and you accept responsibility for all activities that occur under your Profile. If you believe that your Profile is no longer secure, then you should immediately notify us at support@crescent.app. The Services are not immediately effective, and we have no responsibility to you unless and until you have received written confirmation (which may be electronic) from us that your participation on the Platform and to the Services has been approved.

3. THIRD PARTY TERMS

Crescent may provide tools through the Platform that enable you to export information to, or allow you to interact with, the Third Party Providers. By using these tools, you hereby authorize Crescent to transfer that information to the applicable Third Party Provider. The Third Party Providers are not under Crescent's control, and, to the fullest extent permitted by law, Crescent is not responsible for any Third Party Provider's use of your information. The Platform may also contain links to other third-party websites. These linked websites are not under Crescent's control and Crescent is not responsible for the content on these websites. Please be sure to review the terms of use and privacy policy of any third-party services before you share any information with third-party services. Once you have shared your information, Crescent does not have control over the information shared.

The Platform may include or incorporate third-party software components that are generally available free of charge under licenses granting recipients broad rights to copy, modify, and distribute those components ("Third-Party Components"). Although the Platform is provided to you subject to these Terms, nothing in these Terms prevents, restricts, or is intended to prevent or restrict you from obtaining Third-Party Components under the applicable third-party licenses or to limit your use of Third-Party Components under those third-party licenses.

4. RELATIONSHIP WITH ATOMIC

Crescent is not a registered investment adviser; however, Crescent has entered into an agreement with Atomic Invest LLC ("Atomic"), an SEC-registered investment adviser, to bring you certain investing features through the Platform. All investment advisory services or products offered through the Platform are provided by Atomic. By participating in the Services, you acknowledge that Crescent is not affiliated with Atomic but does receive compensation as a percentage of certain assets managed by Atomic for promoting Atomic's investment advisory services. Crescent's relationship with Atomic gives it an incentive to refer you to Atomic instead of another investment adviser with whom Crescent does not have an agreement with. This conflict of interest affects Crescent's ability to provide you with unbiased, objective information about the services of Atomic. This could mean that the services of another investment adviser with whom Crescent does not have a compensation arrangement may be more appropriate for you than those services provided by Atomic. Investing involves risk, including the possible loss of principal, and there is no assurance that the investment will provide positive performance over any period of time. Atomic accounts are not guaranteed by any Bank, may lose value, and are not FDIC insured.

So that Crescent can send instructions on your behalf to Atomic pertaining to transfers to and from your Profile for your activities on the Platform, you authorize Crescent and its agents, to, among other

things: (i) access and view the balances and all other transaction information (including transaction history) relating to your Profile to reconcile and compute amounts due to or from you arising from certain transactions that you initiate using the Platform; (ii) instruct Atomic to effect a transfer of funds to or from your account; (iii) instruct Atomic to effect credits and debits of your account balance in relation to certain transactions which have been executed on the Platform or for fees and charges arising from transactions conducted through the Platform; (iv) use any of your data or information obtained through Atomic to effect certain transactions using the Platform; and (v) share any of your data or information with Atomic for the purpose of operating and maintaining your account.

Information provided on or through the Platform is illustrative or for educational purposes only and does not constitute investment, legal or tax advice, or an offer to buy, sell or hold any security. The information is as of the date indicated and may change at any time without notice. Forecasts or projections of investment outcomes are estimates only, and as such, they are imprecise and hypothetical in nature, do not reflect actual investment results, and are not guarantees of future investment results.

5. RELATIONSHIP WITH PARTNER BANKS

Crescent is not a bank; however, Crescent has entered into agreements with Third Coast Bank SSB, Member FDIC, and FirstBank, a Tennessee corporation, Member FDIC, to provide banking deposit accounts through the Platform. You may deposit funds to a deposit account at either Bank using the Platform. Funds you deposit using the Platform features are deposited directly to your account at the applicable Bank and not held by Crescent. Crescent may receive compensation from the Banks for promoting their account services. If you require customer service support regarding a Bank product provided on the Platform, please contact us by email at support@crescent.app or by phone at (628) 228-6442.

6. USE OF PLATFORM; PROPRIETARY RIGHTS AND LICENSES

Unless otherwise specified in these Terms, all information and screens appearing on the Platform are the sole property of Crescent or our subsidiaries and affiliates, and other parties where disclosed. We may provide content on the Platform that is the copyrighted and/or trademarked work of Crescent or our third-party licensors and suppliers (collectively, the "Materials"). Materials may include documents, services, software, site design, text, graphics, logos, video, images, icons, and other content, as well as the arrangement thereof. Except as pursuant to the following paragraph and as otherwise expressly authorized by Crescent, you may not use the Materials. There are no implied licenses in these Terms for the Materials and Crescent and its third-party licensors reserves all rights to the Materials not granted expressly in these Terms.

Subject to your complete and ongoing compliance with these Terms, Crescent grants you, solely for your internal business use (and not for any commercialization of the Services by you), a limited, personal, non-exclusive and non-transferable license to use, view, print, display and download the Materials for the sole purpose of viewing them on a stand-alone personal computer or mobile device and to use the Platform. Except for the foregoing license and as otherwise required or limited by Applicable Law, you have no other rights in the Platform, or any Materials and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit Platform or Materials in any manner or for any purpose that would constitute infringement of our, our licensors' intellectual property rights. All rights not expressly granted herein are reserved.

7. STANDARD OF CARE AND INDEMNIFICATION

These Terms and the relationship created hereby do not create a fiduciary relationship between you and Crescent. You agree to indemnify Crescent and hold Crescent harmless from any loss or liability (including the reasonable fees and disbursements of counsel) incurred by it from your breach of these Terms, except such loss or liability which results from Crescent's willful misconduct. We may use agents as we deem appropriate to carry out our duties under these Terms. Our sole liability for the acts or

omissions of any agent will be limited to liability arising from our failure to use reasonable care in the selection of such agent. Crescent will not be liable for any indirect, consequential, incidental, special, punitive or exemplary damages, for your use of the Platform.

8. REPRESENTATION AND WARRANTIES

You represent and warrant that: (a) you are a legally organized, validly existing business entity in good standing; (b) the individual acting on your behalf as an authorized signatory, has been duly authorized to act on your behalf with respect to the Profile(s) and all services available; (c) these Terms constitute a legal, valid, and binding obligation enforceable against you; and (d) all transactions you authorize through the Platform are carried out for your own account and not on behalf of any other person or entity.

You also represent and warrant that you are responsible and liable for all access and use of the Platform resulting from access provided by you, directly or indirectly, whether such access or use is permitted by or in violation of these Terms. Without limiting the generality of the foregoing, you are responsible for all acts and omissions of your employees or contractors who you permit to access and use the Platform on your behalf (each, an "Authorized User"), and any act or omission by an Authorized User that would constitute a breach of these Terms if taken by you will be deemed a breach of these Terms by you. You will ensure that all Authorized Users aware of the provisions of these Terms as applicable to such Authorized User's use of the Platform and will cause all Authorized Users to comply with such provisions.

9. MANDATORY ARBITRATION AND CLASS ACTION AND JURY TRIAL WAIVER

For purposes of this Section 9 only, "you" refers to you; "we" or "us" refers to Crescent; and "Claim" means any dispute between you and us arising out of, affecting, or relating to the Services, use of the Platform by you or your Authorized Users, any Profile with us, the products or services we have provided, will provide, or has offered to provide to you, and/or any aspect of your relationship with us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory. Claim has the broadest meaning possible. It also includes disputes related to the validity, enforceability, coverage, or scope of this arbitration provision. Further, Claim includes any dispute with our employees, agents, successors or assigns, and present or future affiliates, and any Claim against these parties may be joined or consolidated with any related Claim against us in a single individual (*i.e.*, non-class) arbitration proceeding or single individual (*i.e.*, non-class) small claims action.

If you and we are not able to resolve a Claim, you hereby agree that either you or we may require any Claim to be arbitrated on a single individual (non-class) basis. However, both you and we retain the right to seek relief in a small claims court (or a state court equivalent) for a Claim within the scope of its jurisdiction so long as the small claims action does not seek to certify a class, combine the claims of multiple persons, recover damages in excess of the limit for a small claim under applicable state law, or is not transferred, removed, or appealed from small claims court to any different court.

CLASS ACTION WAIVER: THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS VERY LIMITED. ADDITIONALLY, ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL NON-CLASS BASIS, AND, THEREFORE, YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT. AS PART OF THIS WAIVER, YOU AGREE THAT YOU WAIVE THE RIGHT TO ACT AS A PRIVATE ATTORNEY GENERAL IN AN ARBITRATION; THAT CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON EXCEPT AS SET FORTH IN THE FIRST PARAGRAPH OF THIS ARBITRATION PROVISION; AND THE ARBITRATOR WILL HAVE NO AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR MULTIPLE-PARTY ARBITRATION.

You and we agree that any transaction between you and us (including, but not limited to, your involvement with the Services or use of the Platform) and/or our relationship involves interstate

commerce, and that this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act (FAA) set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. If a court finds the FAA does not apply, and the finding cannot be appealed, then your state's arbitration law governs. The arbitrator must follow, to the extent applicable: (1) notwithstanding the governing law provision in the Authorization, the substantive law of the state in which we entered into the transaction giving rise to this arbitration provision; (2) the applicable statutes of limitations; and (3) claims of privilege recognized at law. The arbitrator will not be bound by federal, state or local rules of procedure and evidence or by state or local laws concerning arbitration proceedings.

If either you or we elect to arbitrate a Claim, the dispute will be resolved by binding arbitration administered under the applicable rules of the American Arbitration Association ("AAA"). Either you or we may elect to resolve a particular Claim through arbitration, even if the other party has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. Information about arbitrating a claim under AAA, including how to submit a dispute to arbitration, may be obtained by visiting AAA's website at <https://www.adr.org/> or by calling 1-800-778-7879. If AAA is unable or will not serve as the administrator of the arbitration, and you and we cannot then agree upon a substitute arbitrator, you and we will request that a court with proper jurisdiction appoint an arbitrator. Arbitration will be conducted in the county and state where you gave this Authorization, you reside, or another reasonably convenient place to you as determined by the arbitrator, unless Applicable Law requires another location.

Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator may award any remedy or relief that a state or federal court in a state of proper jurisdiction could order in a single-plaintiff non-class lawsuit. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. The parties will have the option to request and receive a statement of reasons for the arbitration award.

All arbitration fees and expenses will be allocated to us according to AAA rules. Except for the arbitration fees and expenses, each party will pay its own costs and fees incurred (including attorneys' fees), unless the arbitrator allocates them differently in accordance with Applicable Law.

If any provision in this arbitration provision is found to be unenforceable, it will be stricken from the arbitration provision and the remaining provisions of the arbitration provision will remain fully enforceable. If a Claim seeks public injunctive relief and, after exhaustion of all appeals, a court determines that a provision in this arbitration provision restricts such claim and, therefore, is invalid with respect to that claim, the Claim seeking public injunctive relief will be determined in court. However, subject to the small claims exception noted in this provision, any Claim seeking money damages will be arbitrated at the election of either party. The parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to any Claim seeking money damages has been entered in court. Except with respect to the foregoing paragraph relating to public injunctive relief, if the Class Action Waiver is invalid, then this arbitration provision is invalid in its entirety (provided that the remaining Authorization Agreement will remain in full force and effect).

Notwithstanding anything to the contrary in the Authorization Agreement, and except as otherwise set forth in this provision, the arbitration provision may be amended by us only upon advance notice to you. If we make any amendment to the arbitration provision (other than renumbering the arbitration provision to align with any other amendment to the Authorization Agreement) in the future, that amendment will not apply to any claim that was filed in a legal proceeding or action against us prior to the effective date of the amendment. The amendment will apply to all other Claims governed by the arbitration provision that have arisen or may arise between you and us. However, we may amend the arbitration provision and not provide you notice; in that case, the amendments will not apply to you and the arbitration provision contained in the Authorization Agreement which you accepted will continue to apply to you and us as if no amendments were made.

This arbitration provision will survive the termination of these Terms.

10. DISCLAIMERS; NO WARRANTIES

The Platform and all materials and content available through the Platform, including the applicable Third Party Provider products and services, are provided “as is” and on an “as available” basis. Crescent disclaims all warranties of any kind, whether express or implied, relating to the Platform and all materials and content available through the Platform, including: (a) any implied warranty of merchantability, fitness for a particular purpose, title, quiet enjoyment, or non-infringement and (b) any warranty arising out of course of dealing, usage, or trade. Crescent does not warrant that the Platform or any portion of the Platform, or any materials or content offered through the Platform, will be uninterrupted, secure, or free of errors, viruses, or other harmful components, and Crescent does not warrant that any of those issues will be corrected.

No advice or information, whether oral or written, obtained by you from the Platform or Crescent entities or any materials or content available through the Platform will create any warranty regarding any of the Crescent entities or the Platform that is not expressly stated in these Terms. Crescent is not a lawyer, a law firm, an investment manager, an accountant, or an investment advisor, and nothing on the Platform is intended to constitute legal, tax, or investment advice. The past performance of any product, investment, loan, security, partnership interest, commodity, or financial instrument is not a guide to future performance. We are not responsible for any damage that may result from the Platform and your dealings with any other Platform user. You understand and agree that you use any portion of the Platform at your own discretion and risk, and that we are not responsible for the performance of any investment, any damage to your property (including your computer system or mobile device used in connection with the Platform) or any loss of data.

Crescent is dedicated to prohibiting and actively preventing money laundering and any activity that facilitates money laundering or the funding of terrorist or criminal activities by observing requirements imposed on financial institutions under the bank secrecy act and its implementing regulations. Crescent, moreover, identifies clients that wish to open accounts through the Platform, performing diligence consistent with what is required of financial institutions. To help fight money laundering and terrorism financing, Crescent is required by federal law and its policies to collect certain information regarding its clients and their operations. Crescent adheres to all relevant, applicable laws, regulations, and rules of federal and state governmental and regulatory authorities (collectively, “Applicable Law”). Compliance with Applicable Law may include compliance with any guidance or direction of any regulatory authority or government agency, any writ of attachment, lien, levy, subpoena, warrant, or other legal order (collectively, “Legal Orders”). You understand and acknowledge that in no event will Crescent or any Bank be obligated to initiate any transaction it believes would violate any Applicable Law or a Bank believes to be fraudulent or unauthorized. You further understand and acknowledge that Crescent is not responsible for any losses, whether direct or indirect, that you may incur as a result of Crescent’s good faith efforts to comply with Applicable Law and Legal Orders.

Applicable limitations, exclusions and disclaimers regarding the Banks and Third Party Providers are set forth in their agreements, including the banking account agreements, which will be provided to you when you open an account with the Bank or Third Party Provider.

Crescent may represent one or more balances on the Platform that represents your aggregate deposits and withdrawals in your accounts at all participating Banks and Third Party Providers. As used on the Platform, the term “available balance” means the amount of your funds that are available for immediate withdrawal (except as restricted or limited by deposit broker or a depository institution) from a Bank or an account with a Broker. “Available balance” does not mean that the entire balance of your funds is covered by federal deposit insurance or earning interest. As used on the Platform, the term “current balance” represents an estimate of your aggregate balance of funds in your account with a participating Bank, including funds not available for immediate withdrawal, and does not mean that a balance is covered by federal deposit insurance or earning interest.

Crescent is not liable for the accuracy or completeness of information available on the Platform that is prepared and provided by a Bank or its deposit broker. Information may change from time to time. You understand and acknowledge that any monthly statements made available through Crescent are based solely on information provided to Crescent by a Bank and its deposit broker.

Crescent is not responsible for fees or penalties that you may incur under an agreement with a Third Party Provider. Crescent is not responsible for underinsured or uninsured deposits held at any Bank or funds or securities and cash held by a Broker.

The limitations, exclusions, and disclaimers in this Section 10 apply to the fullest extent permitted by law. Crescent does not disclaim any warranty or other right that Crescent is prohibited from disclaiming under Applicable Law.

11. MISCELLANEOUS

These Terms supersede any other agreement between the parties or any representations made by one party to the other, whether oral or in writing, concerning the Services.

These Terms may not be assigned by you. Subject to the foregoing, these Terms will be binding upon, and will inure to the benefit of, the parties hereto and their respective heirs, representatives, successors, and permitted assigns. We may assign your Profile or Platform registration to any person, firm, or organization.

We will treat sensitive identifying information provided by you in connection with the Platform consistent with Applicable Law and our [Privacy Policy](#). By using any of the Services, you acknowledged receipt of our Privacy Policy.

Crescent will not be responsible for any losses, costs, or damages suffered by you resulting directly or indirectly from war, riot, revolution, terrorism, pandemic, acts of government or other causes beyond our respective reasonable control or apprehension.

These Terms are governed by, and will be construed and enforced under, the laws of the State of Nebraska without regard to any choice or conflict of laws rules. If a dispute arises out of or relates to these Terms, or the breach thereof, and if the dispute cannot be settled through negotiation it will be finally resolved by arbitration consistent with Section 9. If any proceeding is brought for the enforcement of these Terms, then the successful or prevailing party will be entitled to recover all attorneys' fees and other costs incurred in such proceeding in addition to any other relief to which it may be entitled to the extent that such fees and costs are not prohibited by Applicable Law.

We are not liable to you for errors that do not result in financial loss to you. We may take any action authorized or permitted by these Terms without being liable to you, even if such action causes you to incur fees, expenses, or damages.

Crescent and our Third Party Providers may experience cyber-attacks, extreme market conditions, or other operational or technical difficulties which could result in the immediate halt of transfers or withdrawals either temporarily or permanently. We are not and will not be responsible or liable for any loss or damage of any sort incurred by you as a result of such cyber-attacks, operational or technical difficulties, or suspensions of transfers or withdrawals.

Fraudulent activity, including any attempt to withdraw funds that you do not own, is strictly prohibited and may result in the closure of your Profile. Fraudulent activity includes any attempt to take advantage of errors on the Platform, systems, applications, or technology platforms. Any errors identified should be flagged to support@crescent.app for appropriate consideration, where applicable.

The failure to require performance of any provision will not affect Crescent's right to require performance at any other time after that, nor will a waiver by Crescent of any breach or default of these

Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. If any part of these Terms is held to be invalid or unenforceable, then the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

12. TERM, TERMINATION, AND MODIFICATION OF THE SERVICE

These Terms are effective beginning when you download, install, access, or use the Platform, and ending when terminated as described below.

If you violate any provision of these Terms, Crescent may suspend or terminate your access to the Platform without any liability to you. You may terminate your Profile by contacting customer service at support@crescent.app.

Upon termination or suspension of your access to the Platform: (a) your license rights will terminate; (b) you will no longer be authorized to access your Profile or the Platform; (c) you must pay the fees and/or charges that are incidental to any chargeback or collection of any the unpaid amount, including collection fees, of your delinquent Profile; (d) any funds remaining with respect to your Profile will be distributed in accordance with Applicable Law; and (e) all payment obligations accrued prior to termination and any provision of these Terms that, in order to give proper effect to its intent, should survive such expiration or termination, will survive. You are solely responsible for retaining copies of any information you provide to the Platform since upon termination of your Profile, you may lose access rights to any information you provided to the Platform. If your Profile has been terminated for a breach of these Terms, then you are prohibited from creating a new Profile using a different name, email address or other forms of Profile verification.

Crescent reserves the right to modify or discontinue all or any portion of the Platform at any time (including by limiting or discontinuing certain features of the Platform), temporarily or permanently, without notice to you. Crescent will have no liability for any change to the Platform, including any paid-for functionalities of the Platform, or any suspension or termination of your access to or use of the Platform. You should retain copies of any information you provide to the Platform so that you have permanent copies in the event the Platform is modified in such a way that you lose access to information you provided to the Platform.

13. MODIFICATION

We reserve the right to update these Terms from time to time and will notify you of material updates via email or through the Platform if required by Applicable Law and otherwise at our discretion. Your continued participation in the Services indicates your acceptance to these Terms, as updated, and accordingly you should read these Terms from time to time.

14. CONTACT US

The Platform is offered by Crescent. If you have any questions about these Terms, please contact us by email at support@crescent.app or by phone at (628) 228-6442.

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