

# Christian Angel Investors - Terms of Use

This is a legal agreement ("Agreement") between you and Christian Angel Investors ("CAI"), which may be contacted at [info@christianangelinvestors.com](mailto:info@christianangelinvestors.com) for any questions you may have. By accessing the CAI website, currently located at [www.Christianangelinvestors.com](http://www.Christianangelinvestors.com) (the "Site"), and using any of the Services (as defined below) accessible through the Site, you become a user and agree to, and are bound by, the terms and conditions of this Agreement for as long as you continue to use the Site or Services. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT USE THE SITE OR THE SERVICES. Your use of, or participation in, certain Services may be subject to additional terms, and such terms will be either listed in this Agreement or will be presented to you for your acceptance when you sign up to use such Services or purchase such products.

CAI provides an online platform, whereby qualified small business owners can meet accredited angel investors seeking investments in Christian owned companies. CAI also provides other funding options, that may involve banks, credit unions, and other funding sources. Through a proprietary matching technology, CAI helps investors to identify businesses that best match their investment criteria and goals.

None of the information contained in the publicly available portions of this website constitutes a recommendation, solicitation or offer by CAI or its affiliates to buy or sell any securities, futures, options or other financial instruments or other assets or provide any investment advice or service. The information contained in the CAI website has been prepared without reference to any particular user's investment requirements or financial situation. The information and services provided on the CAI website are not provided to, and may not be used by, any person or entity in any jurisdiction where the provision or use thereof would be contrary to applicable laws, rules or regulations of any governmental authority or regulatory or self-regulatory organization or clearing organization or where CAI is not authorized to provide such information or services. Some products and services described in the CAI website may not be available in all jurisdictions.

This Agreement is subject to change by CAI in its sole discretion at any time, with or without notice. Your continued use of this Site or the Services after the posting of revisions to this Agreement will constitute your acceptance of such revisions. Please consult the end of this Agreement to determine when the Agreement was last revised.

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## **1. Defined Terms**

As used in this Agreement, the following words shall have the following meanings. "CAI" includes "CAI", "we", "us" and variations such as "our". "Service" includes the products, services and software that you order, receive or access as part of the CAI service.

## **2. Use of Site and Service**

As a user of the Site or a user registered to use any of the Services (a "Registered User"), you agree to the following:

- a. *Exclusive Use.* Your account is to be used only by you and only for your business needs. You may not authorize others to use your account, and you may not assign or otherwise transfer your account to any other person or entity. You acknowledge that CAI is not responsible for third-party access to your account that results from theft or misappropriation of your user name and passwords.
- b. *Information Submitted.* You are solely responsible for, and assume all liability regarding, (i) the information and content you provide through your use of the Site and any Services; (ii) the information and content you make available in any manner through the service; and (iii) your interaction with any and all third-parties.
- c. *Risk Assumption and Precautions.* You assume all risk when using the Services, including but not limited to all of the risks associated with any interactions with third-parties, including but not limited to any lenders to which you are matched, referred or provided.
- d. *No Guarantees.* CAI may not be able to provide matches for every Registered User seeking to use its services. Further, CAI makes no guarantees as to the number of matches or the ability to obtain business funding in any amount.
- e. *No False Information.* You will provide accurate, true, current and complete information.
- f. *Legal Purpose.* You will not use the Site or Services for any illegal purpose. You will only use the Site or Service in accordance with federal, state and local laws.
- g. *Business Purpose.* You will only use the Site or Services for a bona fide business purpose. You will not use the Site or Services for personal, family or household purposes. You may not use the Site or Services to obtain information about or make decisions about anyone but yourself and/or your business.
- h. *Age.* You must be eighteen (18) years or older to use the Site or Services.

### **3. Proprietary Rights**

a. *Ownership of Proprietary Information.* You hereby acknowledge and agree that CAI is the owner of all rights in and to the Site and Services. These proprietary rights are protected by federal, state and local laws and regulations. You are permitted to use the Site and Services only as expressly authorized by this Agreement. You may not copy, reproduce, distribute or create derivative works, reverse engineer or reverse compile any of the Site or Services or technology.

b. *No Use of Confidential Information.* You will not post, copy, modify, transmit, disclose, show in public, create any derivative works from, distribute, make commercial use of, or reproduce in any way any (i) confidential information or (ii) other copyrighted material, trademarks, or other proprietary information accessible via the Site or Services, without first obtaining the prior written consent of the owner of such proprietary rights.

c. *License to Provided Content.* By providing information or content to any account or public area of the Site or Service, you automatically grant, and you represent and warrant that you have the right to grant, to CAI and its users, an irrevocable, perpetual, non-exclusive, fully-paid, worldwide license to use, reproduce, publicly perform, publicly display and distribute such information and content, and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sub-licenses of the foregoing. From time to time, we may create, test or implement new features or services on the Site in which you may voluntarily choose to participate, in accordance with the additional terms and conditions of such features or programs. By your voluntary participation in such features or programs, you grant us the rights stated in this subsection in connection with the additional terms and conditions (if any) of such features or services.

### **4. User Information**

a. *Privacy Policy.* For information about the collection and possible use of information and material provided by you, please click on CAI's Privacy Policy located on the Site. The CAI Privacy Policy is hereby incorporated by reference into this Agreement. By using the Site or the Services, you are consenting to the terms of CAI's Privacy Policy.

b. *Information Security Policy.* The CAI Information Security Policy, hereby incorporated by reference into this Agreement, explains the policy applicable to the information that is collected through the Site, received directly from you or transmitted to or from third parties.

c. *Disclosure by Law.* You acknowledge and agree that CAI may disclose information you provide if required to do so by law, at the request of a third-party, or if we, in our sole discretion, believe that disclosure is reasonable to (i) comply with the law, requests or orders from law enforcement, or any legal process (whether or not such disclosure is required by applicable law); or (ii) protect or defend CAI's, or a third-party's, rights or property.

d. *Use of Anonymous Information for Research.* By using the Site and/or Services, you agree to allow CAI to anonymously use the information from you and your experiences through the Services to continue CAI's research into successful business practices and to improve the Services.

## 5. Services

CAI offers services, designed to help Christian entrepreneurs improve their chances of funding their startup or early-phase businesses. These services are explained in more detail below. Further descriptions, of CAI services, are also provided through the Site and are made a part of this Agreement by reference.

- a. *The Free Membership Plan.* This is a free subscription that occurs when you complete the new Member profile on the Site. This membership allows you to submit your business plan, executive summary and other corporate documents for review, as to viability and funding possibilities. There is no cost for this review.

CAI also provides fee-based services. These services include: consulting, business plan writing, business model validation, creation of investor information packages and SEC compliances documents, such as a Private Placement Memorandum PPM). A PPM is comprised of the following:

**Introduction:** The first pages outline the basic terms of the offering including a brief statement about the company, its core business, and all "legends" required by federal and state laws.

**Summary of Offering Terms:** This section is usually in the form of a term sheet and should include the capitalization of the company – both before and after the offering. Other terms that may be included are liquidation preferences, conversion rights, anti-dilution provisions, voting rights, and any other protective provisions for the investors.

**Risk Factors:** A PPM will include risk factors conceivable by the issuer that may impact the investor's investment, including general risks common to similar investments and those risks unique to the issuer and its securities. For example, risks may include the dependence on a strategic partnership, dependence on a small number of personnel, or risks from competition.

**Description of the Company and the Management:** This section gives the company's history and describes products and services, performance history, the industry, goals, competition, advertising and marketing strategy, suppliers, intellectual property, customer descriptions, and any other material information that would be relevant to the investor. Management information will include biographical information, special skills, and other background information.

**Use of Proceeds:** A company must describe how it will use the net proceeds raised in connection with the offering and the approximate amount intended to be used for each purpose. This allows the investor to know how the money they and others are investing will be used.

**Description of Securities:** This section describes the rights, restrictions, and class of securities being offered. It should also describe the ability of the company to change its capitalization such as different classes of shares and distribution of dividends.

**Subscription Procedures:** This section describes the instructions for investing in the offering.

Exhibits: Exhibits allow a company to provide supplemental information and documents that may be material to an investor's investment decision. The exhibits may include copies of investment contracts, financial statements, the organizational documents of the issuer, key contracts, licenses, and so on.

#### Other Funding Solutions

CAI may advise Members, as to other funding options available, including business loans offered by banks or other lending institutions. Any interaction between Members and outside funding sources are strictly between those parties. CAI merely introduces Members to said services and may or may not be compensated.

### **6. Disclaimer of Warranty**

a. *No Warranties.* THIS SECTION WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CAI PROVIDES THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS AND GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES OR THE SITE (INCLUDING ALL INFORMATION CONTAINED THEREIN), INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CAI DOES NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE SECURE, UNINTERRUPTED, ALWAYS AVAILABLE, ERROR- FREE OR WILL MEET YOUR REQUIREMENTS, OR THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED. CAI DISCLAIMS LIABILITY FOR, AND NO WARRANTY IS MADE WITH RESPECT TO, THE CONNECTIVITY AND AVAILABILITY OF THE SERVICES.

b. *Third-Party Content.* Opinions, advice, statements, offers, or other information or content made available through the Site or Services, but not directly by CAI, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. CAI DOES NOT: (i) GUARANTEE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED ON THE SERVICES, OR (ii) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY OTHER THAN CAI. UNDER NO CIRCUMSTANCES WILL CAI BE RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM ANYONE'S RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE SITE OR SERVICES, OR TRANSMITTED TO OR BY ANY USERS.

c. *Beta Features.* From time to time, CAI may offer new "beta" features or tools with which its users may experiment on the Site or Services. Such features or tools are offered solely for experimental purposes and without any warranty of any kind, and may be modified or discontinued at CAI's sole discretion. The provisions of this Disclaimer of Warranty section apply with full force to such features or tools.

## **7. Limitation of Liability**

*a. Incidental Damages and Aggregate Liability.* IN NO EVENT WILL CAI BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE SERVICES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR CORRUPTION OF DATA OR PROGRAMS, SERVICE INTERRUPTIONS AND PROCUREMENT OF SUBSTITUTE SERVICES, EVEN IF CAI KNOWS OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL CAI'S AGGREGATE LIABILITY, IN ANY FORM OF ACTION WHATSOEVER IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE SERVICES OR SITE, EXCEED THE PRICE PAID BY YOU FOR YOUR ACCOUNT OR SUBSCRIPTION, OR, IF YOU HAVE NOT PAID CAI FOR THE USE OF ANY SERVICES, THE AMOUNT OF US\$25.00 OR ITS EQUIVALENT.

*b. No Liability for non-CAI Actions.* TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CAI BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SERVICES.

*c. Information Verification.* CAI and its contractors may use various ways of verifying information that users have provided. However, none of those ways are perfect, and you agree that CAI and its contractors will have no liability to you arising from any incorrectly verified information.

## **8. Indemnification**

You agree to indemnify, defend and hold harmless CAI, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of (i) your use of or inability to use the Site or Services, (ii) any user postings made by you, (iii) your violation of any terms of this Agreement or your violation of any rights of a third-party, or (iv) your violation of any applicable laws, rules or regulations. CAI reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with CAI in asserting any available defenses.

## **9. Communication and Privacy**

We may use your email address to send you messages notifying you of important changes to the Services or special offers. Further, we may contact you by telephone if you voluntarily provide us with your telephone number, in order to communicate with you regarding the Services. If you do not want to receive such email messages or telephone calls, please refer to our Privacy Policy to review your options.

## **10. Term and Termination**

This agreement will become effective upon your acceptance of the Agreement by your use of the Site or Services and will remain in effect in perpetuity unless terminated hereunder. Either you or CAI may terminate your account at any time, for any reason or no reason, without explanation, effective upon written notice to the other party. CAI reserves the right to immediately suspend or terminate your access to any of the Services, without notice, for any reason or no reason. We also reserve the right to remove your account information or data from our Services and any other records at any time at our sole discretion. In the event your access to any of the Services is suspended due to the breach of this Agreement, you agree that all fees then paid to CAI by you will be nonrefundable and all outstanding or pending payments will immediately be due. You may terminate your account by following the steps in the applicable section under "Cancellations" below.

## **11. Cancellations**

You may cancel your profile at any time by contacting Customer Service at [info@christianangelinvestors.com](mailto:info@christianangelinvestors.com).

## **12. General Provisions**

a. *Controlling Law and Jurisdiction.* You agree that Nevada law (without giving effect to its conflicts of law principles) will govern this Agreement, the Site and the Services and that any dispute arising out of or relating to this Agreement, the Site or the Services will be subject to the exclusive jurisdiction and venue of the federal and state courts in the State of Nevada. You acknowledge and agree that any violation of this Agreement may cause CAI irreparable harm, and therefore agree that CAI will be entitled to seek extraordinary relief in court, including but not limited to temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security, in addition to and without prejudice to any other rights or remedies that CAI may have for a breach of this Agreement.

b. *Miscellaneous.* This Agreement, which you accept upon registration for the Services, the Privacy Policy located on the Site, and any applicable payment, renewal, Additional Services terms, comprise the entire agreement between you and CAI regarding the use of this Service, superseding any prior agreements between you and CAI related to your use of this Site or Services (including, but not limited to, any prior versions of this Agreement). The FAQ's found on the Services are for informational purposes only and are not deemed to be part of this Agreement. Unless otherwise explicitly stated, the Agreement will survive termination of your registration to the Service. The failure of CAI to exercise or enforce any right or provision of this Agreement does not constitute a waiver of such right or provision. If any provision of this Agreement is held invalid, the remainder of this Agreement will continue in full force and effect. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Site or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

c. *Securities Statements.* WE MAKE NO REPRESENTATIONS, WARRANTIES OR OTHER GUARANTEES OF ANY KIND AS TO THE ACCURACY, COMPLETENESS OR TIMELINESS OF ANY PRICE QUOTES, NOR DO WE MAKE ANY REPRESENTATIONS, WARRANTES OR OTHER GUARANTEES OF ANY KIND AS TO THE PRESENT OR FUTURE VALUE OR SUITABILITY OF ANY SALE, TRADE OR OTHER TRANSACTION INVOLVING ANY PARTICULAR SECURITY OR ANY OTHER INVESTMENT OF ANY KIND. You understand that we are not a broker or dealer in securities, and not an investment or financial advisor. You are solely responsible for your investment research. Prior to undertaking any securities transaction, you should consult a broker or other financial advisor with respect to the price, suitability, value or other aspects of any stock, mutual fund, security or other investment.

d. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention of the International Sale of Goods. The jurisdiction and venue for actions related to the subject matter hereof shall be the Nevada State and United States Federal Courts located in Las Vegas, NV, and each party hereby submits to the personal jurisdiction of such courts.

### **13. Revision Date**

This Agreement was last revised on April 26, 2021.

Questions? Email us: [info@Christianangelinvestors.com](mailto:info@Christianangelinvestors.com)