

Terms and Conditions of Use

Effective Date: 10.01.2024

Last Updated: 10.01.2024

Please carefully read these **Terms and Conditions** (“Terms”) as they constitute a legally binding agreement between **The Fund I LLC** (“we,” “us,” or “our”) and you (“you” or “user”) governing your use of our website and decentralized application (“dApp”).

By accessing or using The Fund I LLC’s website or dApp, you agree to comply with these Terms. If you do not agree with these Terms, you must immediately cease using our website or dApp.

1. Eligibility

1.1. Accredited Investors: Participation in The Fund I LLC’s investment offerings is limited to individuals and entities that meet the definition of an **Accredited Investor** under Rule 501 of **Regulation D** of the U.S. Securities Act of 1933. Proof of accredited status will be required, and additional verification may be requested.

1.2. Age Requirement: By using our website or dApp, you represent that you are at least 18 years of age or of legal age in your jurisdiction, and that you have the legal authority to enter into this agreement.

2. Use of Website and dApp

2.1. Permitted Use: You are granted a limited, non-exclusive, non-transferable license to access and use The Fund I LLC’s website and dApp for personal, non-commercial purposes. You agree to use the website and dApp only in accordance with these Terms and any applicable laws.

2.2. Prohibited Use: You may not use our website or dApp in any manner that is unlawful, harmful, or in violation of these Terms. Specifically, you agree not to:

- Engage in any fraudulent or malicious activity.
- Circumvent or breach any security or authentication measures.
- Use the website or dApp in a way that could damage, disable, overburden, or impair its functionality.
- Reproduce, duplicate, copy, sell, or exploit any portion of the website or dApp without express written permission from The Fund I LLC.

3. Blockchain and Smart Contract Risks

3.1. Risks of Using Blockchain Technology: The Fund I LLC utilizes blockchain and smart contract technology. While we employ industry-standard security measures, you acknowledge that using blockchain technology carries inherent risks, including but not limited to:

- **Smart Contract Vulnerabilities:** Smart contracts are susceptible to coding errors, bugs, and other vulnerabilities that may lead to financial losses.
- **Technological Failures:** Blockchain networks can experience outages, hacks, and security breaches, which may impact your ability to access or manage your assets.
- **Impermanent Loss:** Transactions involving liquidity pools and other DeFi mechanisms carry the risk of impermanent loss, where the value of assets can fluctuate.

3.2. Responsibility: You are solely responsible for securing your blockchain wallet, private keys, and ensuring the safety of your transactions. The Fund I LLC is not liable for any loss resulting from security breaches, incorrect transactions, or errors on your part.

4. Legal and Regulatory Compliance

4.1. Compliance with Laws: By using our website or dApp, you agree to comply with all applicable local, state, federal, and international laws and regulations. You also acknowledge that our platform is subject to regulatory oversight, and that our offerings are in compliance with U.S. Securities laws, specifically **Regulation D**.

4.2. KYC/AML Procedures: As part of our compliance obligations, The Fund I LLC conducts **Know Your Customer (KYC)** and **Anti-Money Laundering (AML)** checks. By participating in our offerings, you consent to the collection and verification of your personal information to meet these regulatory requirements.

5. No Investment Advice

5.1. Informational Purposes Only: The information on The Fund I LLC's website and dApp is provided for informational purposes only and does not constitute financial, legal, or tax advice.

5.2. No Solicitation: Nothing contained on the website or dApp should be construed as an offer or solicitation to buy or sell any security or investment product. All offers are made exclusively through the **Private Placement Memorandum (PPM)**, which must be reviewed by prospective investors prior to participation.

6. Intellectual Property

6.1. Ownership: All content on the website and dApp, including but not limited to text, graphics, logos, images, and software, is the property of The Fund I LLC or its licensors and is protected by intellectual property laws.

6.2. **Restrictions:** You may not copy, distribute, modify, or create derivative works from any content found on the website or dApp without the express written consent of The Fund I LLC.

7. User Responsibility and Agreement

7.1. **Acknowledgment:** By using The Fund I LLC’s website or dApp, you acknowledge that you have read, understood, and agree to these **Terms & Conditions**, as well as the **Privacy Policy**, and the **Legal and Regulatory Disclaimer**.

7.2. **No Liability:** The Fund I LLC is not responsible for any losses you may incur as a result of interacting with the website or dApp. You agree that if you do not fully understand the terms, risks, and operations, you will seek professional advice before proceeding.

8. Limitation of Liability

8.1. **No Warranties:** The website and dApp are provided on an “as-is” and “as available” basis. We make no warranties, either express or implied, regarding the availability, security, or functionality of the website or dApp.

8.2. **Limitation of Damages:** To the maximum extent permitted by law, The Fund I LLC will not be liable for any indirect, incidental, special, or consequential damages arising out of your use of the website, dApp, or participation in any offerings.

9. Privacy and Data Security

9.1. **Data Collection:** Please refer to our **Privacy Policy** for details on how we collect, use, and protect your personal information.

9.2. **Security:** While we implement security measures to protect your information, we cannot guarantee absolute security. You are responsible for maintaining the confidentiality of your login credentials and blockchain wallet information.

10. Changes to the Terms

10.1. **Modifications:** The Fund I LLC reserves the right to modify these Terms at any time. Any updates will be posted on our website, and continued use of the website or dApp after changes are posted constitutes acceptance of the revised Terms.

11. Governing Law and Dispute Resolution

11.1. **Governing Law:** These Terms are governed by the laws of the State of Oklahoma, without regard to its conflict of laws principles.

11.2. **Dispute Resolution:** Any disputes arising from or related to these Terms will be resolved through binding arbitration in accordance with the rules of the **American Arbitration Association**. The arbitration will take place in Oklahoma City, Oklahoma.

12. Contact Information

If you have any questions regarding these Terms or any other matter, please contact us at:

The Fund I LLC

5272 South Lewis Avenue, Suite 250, Tulsa, OK 74105

clientrelations@thefund.ventures