

Terms Of Use

Last updated and effective: **September 8, 2024**

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING NATION FUNDER LLC'S WEBSITE, OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, PLEASE DO NOT ACCESS THIS WEBSITE.

Welcome to Nation Funder LLC ("**Company**," "**we**," "**us**," or "**our**"). By accessing our website at [<https://www.procash.ai>] ("Website") and using our services ("Services"), you personally or on behalf of an entity ("you") comply with the terms and conditions outlined in this document ("Agreement"). Please read these Terms of Use carefully, as they contain essential information regarding your rights, obligations, and limitations.

You agree that by accessing the Site, you have read, understood, and agreed to be bound by all of these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Your use of, or participation in, certain Services may be subject to additional terms; by agreeing to proceed with any such Services you acknowledge that you have read, understand, and agree to be bound by any additional terms displayed or referenced that apply to the Services. This Agreement is subject to change by Nation Funder in its sole discretion at any time without notice.

1. Eligibility and Compliance

To use our Services, you must be a natural person aged 18 or older, acting as a legally authorized representative of a business entity in a jurisdiction where our Services are available. By using our Website and Services, you confirm that you meet these eligibility requirements.

2. Account Registration and Information Accuracy

You may be required to create an account on the Website or other channels associated with the company, to access certain features. When registering, you agree to provide accurate and current information and to update it as needed. You are responsible for safeguarding your account credentials and notifying us of any unauthorized use.

3. Privacy and Data Usage

Our Privacy Policy, which outlines how we collect, use and protect information, is incorporated into this Agreement. By using the Website, you consent to our data practices as outlined in the Privacy Policy.

4. Limitation of Liability To the fullest extent permitted by law, Nation Funder, including its affiliates, licensors, service providers, employees, agents, officers, and directors, shall not be liable for any damages of any kind arising from or related to your use or inability to use the Site, Services, or any linked content. This includes, but is not limited to, direct, indirect, incidental, consequential, special, or punitive damages, such as personal injury, emotional distress, loss of profits, business interruption, data loss, or damage to goodwill, regardless of whether such damages were foreseeable or whether they arise from tort (including negligence), breach of contract, or otherwise. This limitation does not affect any liability that cannot be excluded or limited under applicable law. In any case, our liability for any claim related to your use of the Site or Services shall be limited to the amount you paid, if any, for accessing or using the Site.

5. Indemnification

You agree to indemnify, defend, and hold harmless Nation Funder, its affiliates, employees, and agents from and against any claims, liabilities, damages, losses, and expenses arising out of your use of the Website or Services, or your violation of this Agreement.

6. Intellectual Property

All content and materials provided by Nation Funder, including but not limited to text, images, design, software, and trademarks, are the property of Nation Funder or its licensors. You agree not to modify, reproduce, distribute, or exploit any of this content without written permission.

7. Termination

Nation Funder LLC reserves the right to terminate or suspend your access to our Site or Services at any time, at our sole discretion, for reasons including, but not limited to, violations of these Terms. In the case of a suspension due to a breach of these Terms, all fees paid to Nation Funder or its affiliate partners are non-refundable, and any outstanding or pending payments will become immediately due. Upon termination, your account, data, and any related information may be permanently deleted, and you may be prohibited from accessing our Services in the future. In contrast, a suspension may be temporary, with the possibility of restoring access once any issues are resolved.

8. Electronic Communications

By using our Service, you consent to receive electronic communications from Nation Funder LLC, including emails, SMS, phone calls, and notices posted on our website. You agree that these communications fulfill any legal requirement for written communication. For information on opting out of certain communications, please refer to our Privacy Policy.

9. General Provisions

- **Dispute Resolution** - In the event of any dispute arising out of or relating to these Terms, we will attempt to resolve it through informal discussions first. If a resolution cannot be reached, the dispute will be submitted to binding arbitration in Florida State, in accordance with the American Arbitration Association's rules. Disputes involving intellectual property rights are not subject to arbitration and may be resolved in court.
- **Governing Law and Jurisdiction**
These Terms, along with the use of the Site and Services, are governed by the laws of the State of Florida, without regard to its conflict of law principles. Any disputes arising out of or related to this Agreement, the Site, or Services shall be handled exclusively within the federal and state courts of the Central District of Florida. You agree that any breach of this Agreement may cause Nation Funder irreparable harm, entitling us to seek immediate legal relief, including temporary and permanent injunctions, without needing to post a bond.

10. Contact Information

For questions or concerns about these Terms, please contact us at:

Nation Funder LLC
390 NE 191st St STE 8533, Miami, FL 33179
Phone: 833 411 1002
Email: Support@procash.ai