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TERMS OF USE

INTRODUCTION

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Some places don't allow the types of limitations in this paragraph, so they may not apply to you.

11. GENERAL.

11.1 Modification. Figure may modify these Terms at any time. Modifications become effective immediately upon your first access to or use of the Site or Services after the "Last Revised" date at the top of these Terms. Your continued access to or use of the Site or Services after the modifications have become effective will be deemed your conclusive acceptance of the modified Terms. If you do not agree with the modifications, do not access or use the Site or Services.

11.2 Applicable Law and Dispute Resolution. These Terms shall be governed by the laws of the State of Colorado without giving effect to any conflict of laws principles that may require the application of the law of another jurisdiction. If you believe that Figure has not adhered to these Terms, please contact us by e-mail at support@figuremath.com and we will do our best to address your concerns. If you feel that your complaint has been addressed incompletely, we invite you to let us know for further investigation. If you and Figure are unable to reach a resolution to the dispute, you and Figure will settle the dispute exclusively under the rules of the American Arbitration Association (www.adr.org) at its Denver, Colorado office. Any election to arbitrate by one party will be final and binding on the other. YOU UNDERSTAND THAT IF EITHER PARTY ELECTS TO ARBITRATE, NEITHER PARTY WILL HAVE THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL. YOU AND FIGURE AGREE THAT ANY ARBITRATION WILL BE LIMITED TO THE DISPUTE BETWEEN FIGURE AND YOU INDIVIDUALLY. YOU ACKNOWLEDGE AND AGREE THAT YOU AND FIGURE ARE EACH WAIVING THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. Further, unless both you and Figure otherwise agree in writing, an arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. 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 the Services or these Terms must be brought, if at all, within one year from the accrual of the claim or cause of action or be forever barred.

11.3 Contact. Figure is located in Denver, Colorado. Any questions, comments or suggestions, including any report of violation of these Terms should be provided to the Administrator as follows:

By E-mail: support@figuremath.com

By Postal Mail: Figure
7755 E Quincy Ave, D4-308
Denver, CO 80237

11.4 Entire Agreement. These Terms, along with any other applicable agreement referenced herein, constitutes the entire agreement between you and Figure and govern your use of the Site and the Services, superseding any prior agreements between you and Figure. The failure of Figure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, you and Figure nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms shall remain in full force and effect.

CODE OF CONDUCT

This Code of Conduct is a part of the Terms of Use governing your access to, and use of, the Services provided by Figure. Capitalized terms used but not disclosed in this Code of Conduct have the meaning provided in the Terms of Use.

You agree not to misuse the Services or help or encourage any other party to misuse the Services. For example, and without limitation, you may not:

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- circumvent storage space limits
- create user accounts by automated means or under fraudulent or false pretenses;
- create or transmit unsolicited electronic communications such as spam to users or promote any products or services;
- sell the Services unless specifically authorized to do so;
- harass, threaten or intentionally embarrass or cause harm or distress to another person or group;
- distribute, upload, or otherwise make available any Content or other materials that: (a) are defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person; (b) are bigoted, hateful, or racially or otherwise offensive; (c) are illegal or encourage or advocate illegal activity; (d) infringe or violate the rights of any party (e) are violent, vulgar, obscene, pornographic or otherwise sexually explicit; or (f) harm or can reasonably be expected to harm any person or entity;
- collect and publish any information about any of our users;
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- disseminate, store or transmit viruses, worms, Trojan horses or other malicious code or program;
- encourage conduct in connection with the Services that would constitute a criminal or civil offense;
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- invade the privacy of any person, including but not limited to submitting personally identifying or otherwise private information about a person without their consent;
- submit false or misleading information to Figure or other users;
- engage in any other activity deemed by Figure to be in conflict with the spirit of the Terms, the Privacy Policy or this Code of Conduct; or
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