

Posted/Revised: September 20, 2018 (the “**Effective Date**”)

ARBITRATION NOTICE: THIS AGREEMENT IS SUBJECT TO ARBITRATION. YOU ACKNOWLEDGE AND AGREE THAT ALL DISPUTES BETWEEN YOU AND VENTURE360, INC. WILL ULTIMATELY BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU ARE WAIVING YOUR RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING (SEE SECTION 16) FOR MORE INFORMATION ON DISPUTE RESOLUTION).

## LIQUIFI TERMS OF SERVICE

### PLEASE READ THESE TERMS OF SERVICE CAREFULLY.

These Liquifi Terms of Service (these “**TOS**”) set forth the legally binding terms and conditions that govern your use of the website located at (the “**Website**”). By accessing or using the Website, you accept these TOS and/or each of the Platform Policies and Ancillary Agreements incorporated herein (see [Section 2](#)) on behalf of yourself or the entity that you represent, and you represent that you have the right, authority, and capacity to enter into these TOS on behalf of yourself or the entity that you represent. You may not access or use the Website or accept the terms if you are not at least 18 years old. If you do not agree with all of the provisions of these terms, do not access and/or use the website.

Each visitor to the Website; prospective investor, issuer, or customer; or registered user (each a “**User**”, “**you**”, or “**your**”) has the responsibility to read, acknowledge, agree, and accept these TOS before proceeding to use of the Website and/or the Platform (as defined herein). If you do not expressly agree to all of these TOS, then you may not access or use Website and/or the Platform.

These TOS require the use of arbitration (see [Section 15](#)) on an individual basis to resolve disputes, rather than jury trials or class actions, and also limit the remedies available to you in the event of a dispute.

These TOS including, without limitation, indemnification terms, acceptable use policies, minimum qualifications, and cautions posted throughout the Platform or presented to you individually during the course of your use of our Website and/or the Platform govern your use of the Website and the Platform.

The website located at [www.liquifi.com](http://www.liquifi.com) is a copyrighted work belonging to Venture360, Inc. (“**Venture360**”, “**us**”, “**our**”, or “**we**”). You must read these TOS and agree to the terms and conditions herein before proceeding to use of our Website and/or the Platform. Certain features of the Website and/or the Platform may be subject to additional guidelines, terms, or rules, which we shall post to the Website in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these TOS. **IF YOU DO NOT EXPRESSLY AGREE TO ALL OF THESE TOS, THEN YOU MAY NOT ACCESS OR USE OUR WEBSITE AND/OR THE PLATFORM.**

### 1. Intended Use of the Platform.

#### 1.1. [The Platform; The SaaS Product.](#)

1.1.1. *The Platform.* The “**Platform**” includes, without limitation, the Website, the SaaS Product, each Offering, and/or any other software or service provided through or in connection with

the SaaS Product in any manner. By accessing or using the Platform, you become a “**User**”. We reserve the right, at any time, for any reason, at our sole discretion, and without prior notice to modify, replace, or stop providing the Platform; to create usage limits for the Platform; or to change, improve, or correct information, materials, and descriptions on the Platform. You are obligated to review the Platform periodically for changes and modifications.

- 1.1.2. *The SaaS Product.* Venture360 offers a turnkey, white-labeled technology, multi-tenant software Platform for the tokenization of securities (the “**SaaS Product**”) issued by companies and other entities seeking an investment (each an “**Issuer**”). The SaaS Product utilizes distributed ledger technology – commonly called “blockchain” – to record and digitally distribute multiple records of transactions of tangible assets. The SaaS Product uses tokens to represent the tangible asset (as opposed to a “coin” which refers to cryptocurrency, used for making or receiving payments). And though the ledger is public, the assets are encrypted. When tokens are issued, they follow a protocol for whatever it is they represent. The SaaS Product creates tokens representing shares (an ownership stake) in a company on behalf of an Issuer (each a “**Security Token**”). Each Issuer may invite individuals or entities interested in seeing investment opportunities (each an “**Investor**”) to invest in securities offerings on each Issuer’s private market on the SaaS Product (each an “**Offering**”). Security Tokens represent shares in real entities and thus are regulated by the SEC. The value of any Security Token is derived solely by the value of the Issuer itself. Each Issuer’s Offering is a secondary market completely controlled by the Issuer. Only when the Issuer sets its Offering’s conditions to allow trading, may a person holding a Security Token from that Issuer offer the Security Token for sale and only through the company’s Offering. Issuers are in complete control of who they invite to their Offering or to whom they issue Security Tokens. Neither the general public nor any Registered User of the Platform will be able to see any Offering unless the Issuer expressly invites each individual. Issuers can invite prospective Investors via a direct link to the Offering that they place for Investors to access. Investors must register with the Platform and meet all of their investment requirements before a purchase can be made.
- 1.1.3. *Platform Intended for U.S.-Based Users.* The Platform is controlled and operated from facilities within the United States. We make no representations that the Platform is appropriate or available for use in any other country, territory, or jurisdiction. You shall not access the Platform from territories where the content on the Platform is prohibited. Securities offerings are only directed at, or intended for purchase or investment by investors in jurisdictions that permit general solicitation of unregistered securities offered from the United States. It is your sole responsibility to be aware of and to observe all applicable laws and regulations of your country, territory, or jurisdiction of residence and you are must satisfy yourself before accessing the Platform that you are allowed to access the investment products described on the Platform under those laws and regulations. No content provided to you on the Platform constitutes an offer or solicitation to sell securities referred to on the Platform (a) to anyone in any country, territory, or jurisdiction in which such offer, solicitation, or distribution would be unlawful; (b) in which the person making such offer or solicitation is not qualified to do so; or (c) to anyone to whom it is unlawful to make such offer or solicitation. You must only apply to invest in any offering referred to on the Platform on the basis of the offering document relating to the specific investment and through a registered entity. **IF YOU ARE LOCATED OUTSIDE OF THE UNITED STATES,**

**YOU USE OR ACCESS THE PLATFORM SOLELY AT YOUR OWN RISK AND INITIATIVE.**

1.2. About Venture360. Venture360 provides the Platform that enables Issuers seeking growth advice and capital and Investors seeking investment opportunities to utilize regulations of the Security Exchange Commission (the “**SEC**”) to foster business and financial opportunity.

1.2.1. *Not a Broker, Dealer, Funding Portal, or Investment Advisor.* Venture360 is a not a registered broker-dealer, funding portal, placement agency, investment adviser, investment manager, or otherwise. We do not offer investment advice, recommend, or otherwise suggest that any investor make an investment in a particular offering. At no time do we or will we offer, broker, advise, purchase, sell or otherwise transact in securities regulated by the SEC, FINRA, or any federal or state law. Venture360 receives no compensation calculated by reference to the purchase or sale of securities but does receive fixed fees in cash from Issuers for the use of the Platform to provide the Issuer’s own offering(s). We do not and will not guarantee that an Issuer will achieve any level of fundraising or that any proposed offering will qualify under applicable federal and state securities laws. We do not accept, hold, or transfer cash or securities.

(a) *Not a Broker.* Venture360 does not participate in any parts of securities transactions, including, without limitation, solicitation, negotiation, or execution of the transaction and is not otherwise engaged in the business of effecting or facilitating securities transactions. We do not handle securities or funds of others in connection with securities transactions. Compensation for participation is only fee-based and is not dependent on the outcome or size of the transaction or deal. Venture360 receives no commissions, trailing commissions, nor any other transaction-related compensation.

(b) *Not a Dealer.* Venture360 is not nor do we advertise that we are in the business of buying and selling securities. We do not make a market in, nor do we quote prices for purchases or sales of securities. We do not participate in a "selling group" or otherwise underwrite securities. We neither handle money nor securities, extend credit, nor give investment advice to investors, issuers, or any other party.

(c) *Not a Funding Portal.* Venture360 does not offer investment advice or recommendations. We do not solicit purchases, sales, or offers to buy any security displayed on the Platform. We do not compensate any employees, agents, or other persons for solicitation or based on the sale of securities displayed or referenced on the Platform. We do not hold, manage, possess, or handle investor funds or securities.

(d) *No Personal Financial Advice.* We do not and will not provide personal financial advice, loans, or credit, banking, consumer credit ratings, credit decisions, financial products, brokerage accounts, insurance, tax advice, legal advice, or financial or legal services of any kind whether through the Platform or otherwise. Even if featured on the Platform, unless expressly stated otherwise, we do not provide endorsement to or for anyone seeking capital or investment opportunity. **VENTURE360 DOES NOT PROVIDE INVESTMENT ADVICE OR MAKE RECOMMENDATIONS ABOUT ANY INVESTMENT, ISSUER, INVESTOR, OR ANY OTHER MATTER FINANCIAL, LEGAL, OR OTHERWISE.**

1.3. No Guarantees; No Advice; User Assumes All Risk.

- 1.3.1. *No Guarantees.* We do not and will not guarantee any result to anyone. Each User of the Platform is responsible for making their own decisions to use the Platform and for any activity taken, including, without limitation, registering an account, posting information about themselves or their company, and any proposed financing, investment, or otherwise.
- 1.3.2. *No Advice.* The Platform may provide data, information or content provided by third-parties or us relating to investment strategies and/or opportunities to buy and/or sell securities. You may not interpret such content as tax, legal, financial, or investment advice by us or a recommendation by us to invest in any offering posted on the Platform. You are solely responsible for conducting your own legal, accounting, or other due diligence review of the Offerings, Issuers, or Investors. **WE STRONGLY ADVISE THAT YOU CONSULT A LICENSED LEGAL PROFESSIONAL, TAX PROFESSIONAL, INSURANCE PROFESSIONAL, AND/OR INVESTMENT ADVISOR FOR ANY LEGAL, TAX, INSURANCE, AND/OR INVESTMENT ADVICE AS NEITHER WE NOR THE PLATFORM PROVIDES OR SHALL PROVIDE ANY SUCH ADVICE OR RECOMMENDATIONS.**
- 1.3.3. *User Assumes All Risk.* You agree that your account will be fully and solely self-directed and that you are solely responsible for all purchases, orders, investment decisions, and instructions placed by, in, from, or through your account. We do not have nor shall we have any special relationship with or fiduciary duty to you and your use of the Platform does not and shall not create such a relationship. You must base any decision to invest solely on your own consideration and analysis of the risks involving a particular Offering and you make any decision to invest at your own risk. **YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY OF AN INVESTMENT OR STRATEGY AND ACCEPT THE RISKS ASSOCIATED WITH SUCH DECISIONS, INCLUDING, WITHOUT LIMITATION, THE RISK OF LOSING THE ENTIRE AMOUNT OF YOUR PRINCIPAL.**

## **2. Acceptance of the TOS.**

- 2.1. User Acceptance. We offer the Platform to you subject to your acceptance of these TOS and all other operating rules, policies, and procedures that may be published by us to the Platform including, without limitation, the Privacy Policy (available at <http://liquifi.com/privacy>) or any other policy to which you may agree through your acceptance of an Ancillary Agreement (collectively, the “**Platform Policies**”). Each of the Platform Policies is incorporated herein by reference.
- 2.2. Ancillary Agreements. Your use of some services or areas within the Platform may be subject to additional specific terms and conditions and/or agreements (that you may be required to affirmatively agree with) between you and us that set out additional, substantive terms, which terms shall govern specific technical use of the Platform and/or your relationship with us when you make use of the Platform (each an “**Ancillary Agreement**”). These TOS will continue to apply to you even after you have agreed to an Ancillary Agreement.
- 2.3. Conflicts. If there is a conflict between these TOS and any or the Platform Policies or Ancillary Agreements, these TOS shall take precedence unless expressly stated otherwise in the Platform Policy or Ancillary Agreement. References to TOS in this document other than in Sections 2.1, 2.2, or 2.3 are deemed to be followed by “and/or each of the Platform Policies and Ancillary Agreements incorporated herein.”

- 2.4. TOS Subject to Change. We reserve the right, at our sole discretion and without prior notice, to amend, modify, or replace the TOS at any time for any reason (each such instance, “**Updated TOS**”). Updated TOS will become effective on the date it we post it. You are solely responsible for periodically checking for Updated TOS. Your continued use of the Platform following the posting of any Updated TOS constitutes acceptance of the Updated TOS. You agree not to contest the admissibility or enforceability of the Platform's electronically stored copy of the TOS in any proceeding arising out of or related to the TOS. **WE STRONGLY ADVISE YOU TO PERIODICALLY REVIEW THE PLATFORM FOR ANY CHANGES AND CONTACT YOUR LEGAL ADVISOR WITH ANY QUESTIONS.**
- 2.5. Conflict with Prior Version. If there is a conflict between two versions of the TOS to which you have agreed or been deemed to agree, the more recent version shall take precedence unless it is expressly stated otherwise.

### 3. Eligibility for Use of the Platform.

- 3.1. Eligibility to Use the Website. You may access, browse, and use the publicly available portions of our Website and Platform without registering as a User, however, certain features are only accessible to registered Users.
- 3.2. User Access and Registration.
- 3.2.1. *User Registration*. You may register to use the Platform only if (a) you are a real person and you are at least 18 years old, fully able and competent to enter into the terms and conditions set forth in this and other agreements on the Platform, and all registration information you submit is truthful, accurate and complete; (b) you have the full right and authority to enter into, execute, and perform your obligations under the TOS and no pending or threatened claim or litigation known to you would have a material adverse impact on your ability to perform as required by the TOS; and (c) if you are accessing the Platform on behalf of an entity – for example, your employer or a company you work for or control – you represent and warrant that you are authorized to accept the TOS on that entity's behalf, that the entity is authorized to do business pursuant to applicable law in your jurisdiction, and you that you have the legal authority to bind the entity to these TOS (in which case, the references to “you” and “your” herein, except for in this sentence, refer to that organization or entity).
- 3.2.2. *Registering a User Account*. To gain access as a User of the Platform, you must complete the registration process. We reserve the right, at any time, for any reason, at our sole discretion, and without prior notice to refuse registration of or cancel any user account.
- 3.2.3. *True, Accurate, Current, and Complete*. You represent and warrant that all information that you provide or will provide shall be true, accurate, current, and complete. We and our affiliates and agents are entitled to rely upon the information you provide as true, accurate, current, and complete without any independent verification. We reserve the right to suspend or terminate your account if any information provided during the registration process or thereafter proves to be untrue, inaccurate, not current, or incomplete. You shall indemnify, defend, and hold Venture360 and any Venture360 Associates harmless against any Claim (as defined in Section 15) arising out of or related to the truth, accuracy, currentness, and completeness of the information you provide. “**Venture360 Associates**” means any of Venture360's officers, directors, employees, agents, representatives,

licensors, advertisers, suppliers, and operational service providers and any of its affiliates, successors, and assigns, including any of their respective officers, directors, employees, agents, representatives, licensors, advertisers, suppliers, and operational service providers.

- 3.2.4. *Right of Removal.* We reserve the right to remove any Content or terminate, limit, or restrict your access to the Platform and/or the licenses granted herein for any reason, at any time, and in our sole discretion.

#### **4. Acceptable Use; User Conduct; Content Use Limitations.**

- 4.1. Acceptable Use. The Platform permits Users to independently connect with other Users in an effort to invest in Issuer's securities offerings. However, you are expressly prohibited from the following: (a) using the Platform while suspended from use of the Platform; (b) interfering with other Users' listings; (c) posting false, inaccurate, misleading, defamatory, or libelous content on the Platform; (d) using the Platform to collect User's private information for the purposes other than those for which the Platform is offered; (e) impeding the Platform in any way, including, without limitation, modifying, damaging, disrupting, disabling, overburdening, impairing, altering, or otherwise interfering with the use, features, functions, operation, security, or maintenance of the Platform; (f) interfering with the rights or use and enjoyment of the Platform by any other person or entity in any manner; (g) using the Platform for service bureau or time-sharing purposes or in any other way allow third parties to exploit the Platform; (h) sharing non-public Platform features or Content with any third party; or (i) accessing the Platform in order to build a competitive product or service, including, without limitation, to build a product using similar ideas, features, functions, or graphics as the Platform, or to copy any ideas, features, functions, or graphics of the Platform. In the event that we suspect any breach of the requirements of this Section 4.1 we may suspend your access to the Platform without advanced notice, in addition to such other remedies as we may have. Neither the TOS nor this acceptable use policy requires that we take any action against you, any User, or any other third party for violating the TOS or this Section 4.1, but we shall be free to take any such action we see fit.
- 4.2. User Conduct. You are solely responsible and liable for: (1) your use of the Platform including, without limitation, your conduct, unauthorized-user conduct, and any conduct that would violate the requirements of the TOS applicable to you; and (2) any use of the Platform through your account, whether authorized or unauthorized. In addition:
- 4.2.1. *Unauthorized Access.* You must take reasonable steps to prevent unauthorized access to the Platform including, without limitation, by protecting your passwords and other log-in information. You are solely responsible (a) for maintaining the confidentiality of your password and your account, and (b) for periodically changing your password to maintain security. You shall not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account. You shall not transfer your account to anyone without first getting our express written permission.
- 4.2.2. *Requirement to Notify of Compromised Account.* You must notify us immediately of any known or suspected unauthorized use of the Platform or breach of its security and you shall use your best efforts to stop said breach. If you suspect that unauthorized access to your account or the Platform has occurred including, without limitation, if you have concerns that your user name or password may have been compromised, you must notify us in writing

through a secure method (which may not be through your Platform account) at [support@venture360.co](mailto:support@venture360.co) as soon as practicable, but in no case in less than 2 hours from the discovery of any unauthorized use of your account or any other breach of security.

4.2.3. *Users and Platform Access.* You acknowledge and agree that you are liable for any damages or losses to Venture360 and any other User by any use of your account, either authorized or unauthorized and you shall indemnify, defend, and hold Venture360 and any Venture360 Associates (as defined in [Section 15](#)) harmless against any Claim (as defined in [Section 15](#)) arising out of or related to your failure to maintain the confidentiality of your password and account.

4.2.4. *Compliance with Laws.* You acknowledge and agree that you are liable for compliance with all applicable laws including, without limitation, laws regulating the trading and issuing of securities, laws governing the protection of personally identifiable information, and other laws applicable to the protection of electronic data. You are solely responsible for ensuring compliance with the laws of your specific jurisdiction, as well as any restrictions that you may be subject to by a department of your local government or any state or federal government agency or department whether within the United States or elsewhere.

#### 4.3. Content Use Limitations.

4.3.1. *Content Use.* Your use of the Platform and its content, including, without limitation, any information, materials, videos, webinars, images, infographics, alerts, texts, articles, assessments, checklists, forms, ratings, design, data, source code, analytics, photos, software, trademarks, copyrights, and/or other information (collectively, “**Content**”) whether supplied by us, any other User, or any other third-party may only be used for the lawful and intended purposes expressly authorized by us. Any misuse or unauthorized use of the Platform, the Content, or other violations of the TOS, may violate Applicable Law, including, without limitation, SEC regulations and applicable state securities laws, copyright laws (including the Digital Millennium Copyright Act), trademark laws, laws of privacy, laws of publicity, identity theft, and communications statutes and regulations. You agree and authorize Venture360 to terminate your account and access to the Platform at any time with or without notice and report you to the appropriate authorities and/or other interested parties, such as a claimed intellectual property owner if we become aware of any such misuse or unauthorized use.

4.3.2. *Content You Provide.* By posting Content on the Platform, you represent and warrant that you have or will have at the time of posting all necessary rights to make the Content available on the Platform and acknowledge that all postings on the Platform are not confidential and are available for public viewing. Even if such Content or activity does not violate Applicable Law, you are prohibited from posting or transmitting any material on or through the Platform that (a) is or could be offensive, fraudulent, unlawful, threatening, disingenuous, libelous, defamatory, obscene, scandalous, inflammatory, pornographic or profane; (b) could constitute or encourage conduct that would be considered a criminal offense, including, without limitation, conduct that constitutes anti-competitive collaboration or antitrust violations; or (c) gives rise to civil liability, or otherwise violates any law. We reserve the right to determine, in our sole discretion, if Content you post meets the foregoing definition. Venture360 will fully cooperate with any law enforcement authorities or court order requesting or directing Venture360 to disclose the identity of anyone posting any such information or materials on the Platform. You shall indemnify, defend, and hold

Venture360 and any Venture360 Associates harmless against any Claim arising out of or related to the Content that you post to the Platform.

## 5. Term and Termination.

- 5.1. Effective Date. These TOS shall be effective as of the later of (a) the date posted to the Platform as recorded at the top of these TOS or (b) the date on which you first accessed or used the Website and, by so accessing or using, accepted these TOS.
- 5.2. Suspension of Services. We may permanently or temporarily terminate or suspend your access to the Platform, for any reason or for no reason, at our sole discretion, with or without notice or liability, including, without limitation, if in our sole determination you violate any provision of the TOS. You agree that neither of Venture360, nor any of its subsidiaries or affiliates shall be liable to you or to any third party for any such modification, suspension, or discontinuance. You shall indemnify, defend, and hold Venture360 and any Venture360 Associates harmless against any Claim arising out of or related to such suspension or termination.
- 5.3. Effects of Termination. Upon termination of the TOS or your access to the Platform, for any reason or no reason, you will continue to be bound by each of the terms in the TOS which, by their nature, should survive termination, including, without limitation, ownership provisions, intellectual property, warranty disclaimers, indemnification, limitations of liability, dispute resolution, and any other provision that must survive to fulfill its essential purpose.

## 6. Offerings; Investors; Issuers.

- 6.1. Offerings.
  - 6.1.1. *Types of Offerings*. The Platform allows for Issuers to offer three types of securities offerings, made under Regulation A, as amended including, without limitation, as amended by Title IV of the Jumpstart Our Business Startups Act 2012 (the "**JOBS Act**") popularly known as "Reg A+" (Regulation A/Reg A+, collectively, "**Reg A**"), Regulation D, as amended ("**Reg D**"), and Regulation Crowdfunding under Title III of the JOBS Act, as amended, which provides exemptions from registration for certain crowdfunding transactions ("**Reg CF**") each of the Securities Act of 1933, as amended (the "**Securities Act**"). Reg A Offerings are available to U.S. investors who are Accredited Investors and non-Accredited Investors subject to certain investment limitations as set forth in Reg A. "**Accredited Investor**" means an accredited investor as defined by Rule 501 of Reg D. Reg D Offerings are available only to U.S. investors who are Accredited Investors and are made subject to Rule 506(b) or Rule 506(c) of Reg D under the Securities Act.. Reg CF Offerings are available to U.S. Accredited Investors and non-Accredited Investors subject to certain investment limitations as set forth under Reg CF.
  - 6.1.2. *Non-Regulated Securities*. The securities being offered by Issuers have not been registered under the Securities Act, in reliance, among other exemptions, on the exemptive provisions of Reg A, Rule 506 of Reg D, and Reg CF. Issuers have placed similar reliance on apparently available exemptions from securities registration or qualification requirements under applicable state securities laws. No governmental agency has reviewed the Offerings posted on the Platform and no state or federal agency has passed upon either the adequacy of the disclosure contained herein or the fairness of the terms of any Offering. Exemptions to which Issuers and Investors rely upon for such offerings are



significantly dependent upon the accuracy of the representations Users make to the Platform and Issuers on the Platform in connection with an Offering. In the event that any such representations prove to be untrue, the registration exemptions relied upon by an Issuer in selling the securities might not be available and substantial liability to such Issuer and/or Investor would result under applicable securities laws for rescission or damages. These risks are non-exhaustive and are intended to highlight certain risks associated with investing in securities that are not registered with the SEC. **USERS MUST READ EACH ISSUER'S OFFERING MEMORANDUM AND TRANSACTION DOCUMENTS FOR MORE INFORMATION AND DISCUSS ANY QUESTIONS DIRECTLY WITH EACH ISSUER PRIOR TO INVESTING. NO ASSURANCE CAN BE GIVEN THAT ANY OFFERING CURRENTLY QUALIFIES OR WILL CONTINUE TO QUALIFY UNDER ONE OR MORE OF SUCH EXEMPTIVE PROVISIONS DUE TO, AMONG OTHER THINGS, THE ADEQUACY OF DISCLOSURE AND THE MANNER OF DISTRIBUTION OF SUCH DISCLOSURE, THE EXISTENCE OF SIMILAR OFFERINGS IN THE PAST OR IN THE FUTURE, OR A CHANGE OF ANY SECURITIES LAW OR REGULATION THAT HAS RETROACTIVE EFFECT. WE STRONGLY ADVISE YOU TO CONSULT A LEGAL, TAX, AND/OR FINANCIAL PROFESSIONAL BEFORE INVESTING, AND CAREFULLY REVIEW ALL THE SPECIFIC RISK DISCLOSURES PROVIDED AS PART OF ANY OFFERING MATERIALS AND ASK THE ISSUER ANY QUESTIONS YOU MAY HAVE OR REQUEST ADDITIONAL INFORMATION.**

- 6.1.3. *Suitability for Investment.*** Securities sold through the Platform are not publicly traded and, therefore, are illiquid unless registered with the SEC. Securities will be subject to restrictions on resale or transfer including holding period requirements. Investing in private placements requires high risk tolerance, low liquidity need, and long-term commitments. Investment products are not FDIC insured, may lose value, and there is no bank guarantee. **THE SECURITIES OFFERED ON THE PLATFORM ARE ONLY SUITABLE FOR PROSPECTIVE INVESTORS WHO ARE FAMILIAR WITH AND WILLING TO ACCEPT THE HIGH RISKS ASSOCIATED WITH PRIVATE INVESTMENTS, INCLUDING THE RISK OF COMPLETE LOSS OF YOUR INVESTMENT. USERS MUST BE ABLE TO AFFORD TO LOSE THEIR ENTIRE INVESTMENT.**

## **7. Investor Requirements.**

- 7.1. Investor Responsibility. You acknowledge and agree that it is your sole responsibility to be aware of the applicable laws and regulations in your jurisdiction. You must only make subscriptions to invest in any offering referred to on the Platform on the basis of the offering documents relating to the specific investment and through a registered entity.
- 7.2. Qualification as an Investor. Before you can invest in any of the securities offerings on the Platform, you must (a) register with the Platform, and (b) for Reg A or Reg D offerings, qualify either as (i) an Accredited Investor, or (ii) represent that you will meet the investment thresholds under Tier 2 of Reg A as a Main Street Investors. **"Main Street Investor"** is an individual, non-Accredited Investor who represents and warrants that at the time of his or her investment in any Reg A offering, the investment will not exceed the greater of 10% of his or her annual income or 10% of his or her net worth (excluding the value of his or her (or their) primary residence).
- 7.3. Self-Certification as to Qualifications for Investing. Prior to investing, you may be asked to fill out a certification and provide necessary documentation as proof of your income and/or net

worth to verify that you are qualified to invest in offerings posted on the Platform. You acknowledge and agree that all information you provide for the registration will be complete and accurate. Should any material change occur that might affect your status as an Accredited Investor, you MUST provide us with notice in writing as soon as practicable, but in no case in less than 72 hours from such material change. **YOU AGREE AND ACKNOWLEDGE THAT (A) YOU MUST MEET ONE OF THE FOLLOWING CRITERIA, AND (B) WE ARE ENTITLED TO AND SHALL RELY UPON YOUR REPRESENTATIONS AS TO YOUR QUALIFICATIONS TO INVEST.**

#### 7.4. Accuracy; Additional Information.

7.4.1. *Accuracy.* Each Investor is solely responsible for ensuring that any information it posts on the Platform is complete, accurate, and/or not otherwise misleading. You understand, acknowledge, and agree that (a) we are not liable to and will not verify or investigate whether any Investor is an Accredited Investor or otherwise meets the qualifications for an offering or any other information posted by an Investor to the Platform; and (b) that other parties are relying on the statements made herein. Any willfully false statement is sufficient cause for removal from the Platform, rejection of eligible investor status, along with other legal causes of action.

7.4.2. *Additional Information upon Request.* Issuers are strongly encouraged to contact each Investor directly to discuss any questions regarding a determination of whether an Investor is an Accredited Investor or otherwise meets the qualifications for an offering and you agree to cooperate fully with any requests for additional information or documentation whether by us or any Issuer that makes requests through the Platform.

7.5. Investment Overviews. Investment overviews provided by Issuers on the Platform contain summaries of the purpose and principal terms of investment opportunities. Such summaries are intended for informational purposes only and we do not warrant that any such summary will be complete or qualified in its entirety by reference to the more detailed discussions contained in the investor document package relating to any such investment opportunity including, without limitation, any Form C an Issuer may have filed with the SEC. **EACH RESPECTIVE ISSUER HAS PREPARED THE INFORMATION CONTAINED IN ITS RESPECTIVE OFFERING MATERIALS WITHOUT REFERENCE TO ANY PARTICULAR USER'S INVESTMENT REQUIREMENTS OR FINANCIAL SITUATION, AND POTENTIAL INVESTORS ARE ENCOURAGED TO CONSULT WITH PROFESSIONAL TAX, LEGAL, AND FINANCIAL ADVISORS BEFORE MAKING ANY INVESTMENT.**

### 8. Issuer Requirements.

8.1. Basic Criteria for Issuers. We will allow any prospective Issuer on the Platform if the prospective Issuer meets the following basic criteria and is not on the list of prohibited companies below. If we detect any fraud, we shall reject the prospective Issuer. Prospective Issuers must meet the following criteria (a) the entity must exist as a registered legal entity located within the US; (b) all founders must be 18 years of age or older; (c) the entity and its officers must pass a Bad Actor check (pursuant to Rule pursuant to 506(d) of the Reg D) and our review process; and (d) for Reg CF, the entity must meet any additional requirements as identified by the SEC. Details listed at [the SEC website](#).

8.1.1. *Accuracy; Additional Information upon Request.* Each Investor is responsible for ensuring that any information it posts on the Platform is complete, accurate, and/or not otherwise misleading. Users of the Platform understand, acknowledge, and agree that (a) we are not liable to and will not verify or investigate the accuracy and completeness of the offering material and other information posted by an Issuer to the Platform; and (b) that other parties are relying on the statements made herein. Any willfully false statement is sufficient cause for removal from the Platform, rejection of eligible investor status, along with other legal causes of action. Investors are strongly encouraged to contact each Issuer directly to discuss any questions regarding an offering or the business prospects of the Issuer and you agree to cooperate fully with any requests for additional information or documentation whether by us or any Investor that makes requests through the Platform. (See [Section 7.4.2](#)).

8.1.2. *Prohibited Entities.* Although we welcome entities of all types on the Platform, we prohibit certain industries and products based on research into relevant precedents. While we wish to provide an open Platform for companies to raise capital, we also must ensure safe and compliant experiences for all Users, Investors and Issuers alike. Therefore, should we determine, in our sole discretion, that the entity and/or its members, officers, directors, employees, or agents – and, for clarification, not the customers, clients, users, or proponents of the entity – have been engaged with the sale, manufacturing, publishing, promoting, producing, distribution, or similar of any of the items below the entity shall be prohibited from becoming an Issuer on the Platform:

- (a) weaponry including, without limitation, firearms, guns, pistols, knives, replicas of weapons, weapon accessories, or other devices or material intended to harm if fully utilized;
- (b) pornography including, without limitation, printed or visual material containing the explicit description or display of sexual organs or activity intended to stimulate erotic feelings and which materials are obscene, indecent, or profane as established by the Federal Communications Commission (the “**FCC**”);
- (c) discriminatory material including, without limitation, any materials that discriminate or encourage discrimination against people based on personal attributes such as race, ethnicity, national origin, religion, sexual orientation, gender identity, disability, medical or genetic condition, or political affiliation;
- (d) illegal business including, without limitation, any sales that the United States federal government has deemed illegal including, without limitation, notably fraudulent multi-level marketing companies;
- (e) marijuana including, without limitation, products or services associated with the purchasing or selling of marijuana, or any medications containing marijuana, provided however, that this shall not include accessories or products associated with the use of marijuana, so long as there is no direct contact with marijuana or hemp products including, without limitation, hemp-derived cannabidiol (CBD) containing no more than 0.3% tetrahydrocannabinol (THC);
- (f) tobacco including, without limitation, any product that cannot be advertised on TV or radio, as mandated by the FCC;

- (g) political campaigns including, without limitation, any organization that is funding to support a political initiative or candidate; or
- (h) any company that we believe, in our sole discretion, compromises our mission including, without limitation, by restricting access to capital, access to investment opportunities, or inhibiting the growth of new companies are prohibited.

8.2. Securities Offered by Issuers. Federal securities law requires securities offered or sold in the United States to be registered with the U.S. Securities and Exchange Commission (“SEC”), unless the offer or sale qualifies for an exemption.

8.2.1. *Reg A Offerings*. Securities offered by any Issuer need not to have been registered under the Securities Act, in reliance on the exemption promulgated under Reg A. In a Reg A offering, Issuers may advertise or market their offerings via “testing the waters” communications to the general public, or pay third parties to do so, subject to certain conditions. Federal law permits Issuers to sell securities to Accredited Investors or Main Street Investors who represent they satisfy the investment status before accepting subscriptions, among other requirements. Users, whether Accredited Investors or Main Street Investors, agree to cooperate with any requests for additional information or documentation. (See Section 7.4).

**8.2.2. *Reg D Offerings***. Rule 506 of Reg D is a “safe harbor” for the private offering exemption of Section 4(a)(2) of the Securities Act. There are two distinct exemptions that fall under Rule 506. Under Rule 506(b), a company may allow unlimited amounts to be raised from Accredited Investors and up to 35 non-Accredited Investors, so long as there the company does not broadly solicit and generally advertise the security offering and certain other conditions are met. Under Rule 506(c), a company may broadly solicit and generally advertise the offering and still be deemed to be undertaking a private offering within Section 4(a)(2) if (1) the investors in the offering are all Accredited Investors, and (2) the company has taken reasonable steps to verify that its investors are Accredited Investors, which could include, without limitation, reviewing documentation, such as W-2s, tax returns, bank and brokerage statements, credit reports and other similar materials. **EACH ISSUER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS SECURITIES OFFERING, INCLUDING, WITHOUT LIMITATION, THE USE OF THE PLATFORM TO OFFER AND SELL SECURITIES, THE DETERMINATION OF WHETHER AN INVESTOR IS AN ACCREDITED INVESTOR AND WHETHER ANY INVESTMENT COMPLIES WITH APPLICABLE STATE AND FEDERAL SECURITIES LAWS, RULES AND REGULATIONS.**

8.2.3. *Regulation Crowdfunding*. An Issuer issuing securities in reliance on Reg CF is permitted to raise a maximum aggregate amount of \$1,070,000 in a 12-month period. Issuers that meet the following criteria may conduct an offering on the Platform: (a) currently operate in the US and have the intention to raise capital for their business from the crowd; and (b) meet additional requirements as identified by the SEC. Details listed at the SEC website. We will reject any “bad actors” (as defined under Rule 503 of Reg CF).

8.3. Issuer is Solely Responsible for Compliance. Issuers are solely responsible for ensuring compliance with any and all portions of its securities offerings, including, without limitation, the use of the Platform to offer and sell securities, the determination of whether an Investor is an Accredited Investor, and whether any securities offering the Issuer offers complies with all applicable laws and regulations including without limitation, securities laws, rules, and

regulations whether state law, federal law, or both (“**Issuer Compliance**”). You shall indemnify, defend, and hold Venture360 and any Venture360 Associates harmless against any Claim arising out of or related to Issuer Compliance.

- 8.4. Removal of Offerings. We shall have the right but not the obligation to remove, cancel, or reject the posting of any securities offerings suspected of violating the securities laws or the TOS at our sole discretion. Failure to remove, cancel, or reject securities offerings suspected of violating the securities laws or the TOS does not constitute an endorsement or approval of said securities offerings by us. You shall indemnify, defend, and hold Venture360 and any Venture360 Associates harmless against any Claim arising out of or related to removal of offerings under this Section 8.4.

## **9. Fees and Payment Terms.**

- 9.1. Use of the Platform may be subject to certain fees or charges (each a “**Fee**”). You can find Venture360’s currently applicable Fees and payment terms at [\[URL for Payment/Subscription\]](#) *[You’ll need to input the URL for payments. -- MDW]*. We reserve the right at our sole discretion to modify any Fees and you should check for such changes to Fees. We will invoice you for Fees due using the information you provide to us. Payment of Fees is required to maintain your Offering on the Platform. All Fees are non-refundable. We will charge you for any third-party service costs including, without limitation, Verification Services incurred by us on your behalf.

## **10. Digital Millennium Copyright Notice.**

- 10.1. DMCA Claims. We take the intellectual property rights of others seriously and require that our Users do the same. The Digital Millennium Copyright Act established a process for addressing claims of copyright infringement that we have implemented for the Platform. If you own a copyright or have authority to act on behalf of a copyright owner and want to report a claim that a third party is infringing that material on or through the Platform, we will expeditiously take appropriate action once you send a notice to our copyright agent (see Section 10.2) that includes all of the following: (a) a description of the copyrighted work that you claim is being infringed; (b) a description of the material you claim is infringing and that you want removed or access to which you want disabled and the URL or other location of that material sufficient for us to locate the material; (c) your address, telephone number, and email address; (d) the following statement: “I have a good faith belief that the use of the copyrighted material I am complaining of is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)”; (e) the following statement: “The information in this notice is accurate and, under penalty of perjury, I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right that is allegedly infringed”; and (f) an electronic or physical signature of the owner of the copyright or a person authorized to act on the owner’s behalf.
- 10.2. Designated Copyright Agent. You may address such claims to our designated copyright agent by sending (a) mail to the attention of “Copyright Agent” or (b) email with the subject line “Copyright Agent” to the respective address listed in Section 12.1.2.
- 10.3. Removal upon Request. You acknowledge, accept and agree that if we receive a notice of a claim of copyright infringement, we may immediately remove the identified materials from our Platform without liability to you or any other party and we will refer the claims of the Complaining Party to the United States Copyright Office for adjudication as provided in the DMCA.

- 10.4. Repeat Infringers. We may, in appropriate circumstances and at our sole discretion, disable or terminate the accounts of users who may be repeat infringers. This process does not limit our ability to pursue any other remedies we may have to address suspected infringement.
- 10.5. Preceding Procedure for Internal Use Only. Please note that this procedure is exclusively for notifying us and our affiliates that you believe your copyrighted material has been infringed. The preceding requirements are intended to comply with our rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. IT IS ADVISABLE TO CONTACT AN ATTORNEY REGARDING YOUR RIGHTS AND OBLIGATIONS UNDER THE DMCA AND OTHER APPLICABLE LAWS. Please forward any allegations that other intellectual property right is being infringed to [legal@venture360.co](mailto:legal@venture360.co) [You'll need to set up an email for these emails. --MDW]. We may, in our sole discretion, terminate the accounts of those who are accused of copyright infringement or other intellectual property rights. You shall indemnify, defend, and hold Venture360 and any Venture360 Associates harmless against any Claim arising out of or related to removal of offerings under this Section 9.

## 11. Intellectual Property; Licenses.

- 11.1. Our Property. All Content on the Platform is either our property or used with permission and you recognize that the Platform, its Content, and all its components are protected by copyright and other laws. We retain all right, title, and interest in and to the Platform, including without limitation, all software used to provide the Platform, all logos, and all trademarks reproduced through the Platform, and these TOS do not grant you any intellectual property rights in the Platform, or any of its components. The trademarks, logos, and/or slogans displayed on the Platform, including the mark Liquifi, (collectively the "**Trademarks**") are owned by us and/or others. You shall not construe anything on the Platform as granting any license or right to use the Trademarks without our express written permission or the express written permission of the third party owner of the Trademarks. Your misuse of the Trademarks, or any other Content on the Platform, except as provided in the TOS, is strictly prohibited. We will aggressively enforce our intellectual property rights to the fullest extent of the law.
- 11.2. Feedback. We will not treat any Feedback you provide to us as confidential or proprietary, even if information you transmit with Feedback or related to Feedback may be considered confidential. Nothing in the TOS or in our dealings arising out of or related to the TOS will restrict our right to use, profit from, disclose, publish, keep secret, or otherwise exploit your Feedback, in each case without compensating or crediting you. "Feedback" means any idea, concept, know-how, technique, suggestion, or method for improving or otherwise modifying the Platform.
- 11.3. Licenses.
- 11.3.1. *Limited License to Users*. We grant you a limited, revocable, non-exclusive, non-transferable license to view, copy, and print Content on the Platform for personal, non-commercial purposes.
- 11.3.2. *Limited License to Search Engines*. We grant the operators of public search engines a limited, non-exclusive, non-transferable license to copy materials from publicly available areas of the Website solely for the purpose of creating publicly available, searchable indices of the Website.

11.3.3. *License to Your Content.* By providing Content on the Platform, you grant us a royalty-free, non-exclusive, worldwide license, under your intellectual property rights, to copy, reformat, index, modify, display, distribute, and put to commercial and other uses the Content and any of your intellectual property that you provide or post to the Platform. We shall pay you no compensation with respect to our use such Content. We neither represent nor warrant that your use of materials displayed on the Platform will not infringe the rights of third parties not owned or affiliated with us. You further grant all Users a limited, revocable, non-exclusive, non-transferable license to view, copy, and print Content you post to the Platform for their personal, non-commercial purposes.

## 12. Notification; Communication.

### 12.1. Notification.

12.1.1. *Notification to You.* You acknowledge and agree (a) that we may send communications to you verbally or via your mailing address, email, telephone, or facsimile number provided by you on your account; (b) to notify us of any changes in your address or contact details; (c) that all communications will be deemed delivered to you when sent and not when received; (d) that we may provide notifications, including those regarding modifications to the TOS, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on the Platform, as determined by us in our sole discretion; and (e) that you may opt out of certain means of notification as described in the TOS, provided however, that we are not responsible for any automatic filtering or blocking you or your network provider may apply including, without limitation, to email notifications we send to the email address provided to us or via settings or options you may choose in your browser.

12.1.2. *Notification to Us.* You shall send notices pursuant to the TOS:

by mail to: Venture360, Inc.  
1828 Walnut St., Suite 816  
Kansas City, Missouri 64064

by email to: [legal@venture360.co](mailto:legal@venture360.co) [You'll need to set up an email for these emails. -- MDW]

or to such other addresses as we may provide to you through the TOS or other means of communication in the future. We will deem notices received by us upon the earlier of (1) actual receipt or delivery in person, (2) by certified mail return receipt requested; or (3) by fax or email once you have received a written confirmation of receipt.

### 12.2. Communication.

#### 12.2.1. *Electronic Communications.*

- (a) *Consent to Electronic Delivery of Communications.* By using the Platform, you consent to receive from us all communications including notices, agreements, legally required disclosures, or other information in connection with the Platform (collectively, "**Contract Notices**") electronically. We may provide such electronic Contract Notices by posting them on the Platform. **IF YOU DESIRE TO WITHDRAW YOUR CONSENT TO**

**RECEIVE CONTRACT NOTICES ELECTRONICALLY, YOU MUST DISCONTINUE YOUR USE OF THE PLATFORM.**

- (b) *Legally Binding.* Your use of electronic signatures to sign documents legally binds you in the same manner as if you had manually signed such documents. The use of an electronic version of documents fully satisfies any requirement that such documents provided to you be provided to you in writing. When you sign electronically, you represent that you have the ability to access and retain a record of such documents. You agree that you are solely responsible for understanding these documents and agree to conduct business by electronic means.
- (c) *Hardware and Software Requirements.* In order to access and retain electronic Communications, you will need the following computer hardware and software (a) a device with an Internet connection; (b) a current web browser that includes 128-bit encryption with cookies enabled; (c) a valid email address which should be your primary email address on file with us; and (e) sufficient storage space to save Communications or an installed printer to print them.

**13. Third-Party Links.**

- 13.1. Third-Party Links.** The Platform may contain links to other websites, middle-ware, application programming interfaces (APIs), or embedded features belonging to or operated by third parties (each a “**Third-Party Link**”). By making Third-Party Links available, we do not and shall not imply an affiliation, sponsorship, endorsement, approval, investigation, verification, or monitoring by Venture360 of any Third-Party Link nor its respective owners, content, information, materials, products, or services contained in or accessible through it. We provide Third-Party Links only as a convenience to you. We have not reviewed all Third-Party Links provided on the Platform. We are not responsible for the information contained on any Third-Party Links or your use of or inability to use any Third-Party Links. You acknowledge and agree that Venture360 shall not be liable or responsible, directly or indirectly, for any damage or loss caused or alleged to be caused by or related to the use of or reliance on any content, goods, or services available through any third-party website or resource. The terms of use and privacy policies of Third-Party Links govern your access and use of the Third-Party Links. We strongly encourage you to carefully review the terms of use and privacy policies of any Third Party Services from which you access through our Platform. **YOU AGREE THAT ACCESS AND USE OF THIRD-PARTY LINKS, INCLUDING THE INFORMATION, MATERIAL, PRODUCTS, AND SERVICES ON THIRD-PARTY LINKS OR AVAILABLE THROUGH THIRD-PARTY LINKS, IS SOLELY AT YOUR OWN RISK AND DISCRETION.**

**14. Disclaimer of Liability.**

- 14.1. USE AT YOUR OWN RISK. YOU AGREE THAT ANY RELIANCE UPON ANY CONTENT OR INFORMATION DISTRIBUTED THROUGH OR ACCESSED FROM THE PLATFORM IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, IN NO EVENT SHALL VENTURE360 OR VENTURE360 ASSOCIATES (AS DEFINED IN SECTION 3.2.3) BE LIABLE FOR DAMAGES UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY ARISING OUT OF OR RELATED TO YOUR ACCESS TO, OR USE OF THE PLATFORM. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE PLATFORM IS TO STOP USING THE PLATFORM. IF USING MATERIALS FROM**



THE PLATFORM RESULT IN THE NEED FOR SERVICING, REPAIR, OR CORRECTION OF EQUIPMENT OR DATA, YOU AGREE AND CONSENT TO ASSUME ANY SUCH COSTS.

- 14.2. **EXCLUSIONS IN SOME JURISDICTIONS.** SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OF IMPLIED WARRANTIES INCLUDED HEREIN, SO THE EXCLUSIONS IN THIS SECTION 14 MAY NOT APPLY TO YOU.
- 14.3. **PLATFORM PROVIDED AS IS.** YOU ACKNOWLEDGE AND AGREE THAT TO THE FULLEST EXTENT PERMITTED BY LAW VENTURE360 PROVIDES AND YOU ACCEPT THE PLATFORM ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, VENTURE360: (a) HAS NO OBLIGATION TO INDEMNIFY OR DEFEND YOU AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY; (b) DOES NOT REPRESENT OR WARRANT THAT THE PLATFORM WILL PERFORM WITHOUT INTERRUPTION OR THAT THE PLATFORM WILL BE FREE FROM INACCURACIES, FAILURES OF PERFORMANCE, ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAYS IN OPERATION, TRANSMISSIONS, COMPUTER VIRUSES, OR LINE OR PLATFORM FAILURES AND WE SHALL ASSUME NO RESPONSIBILITY FOR, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO OR USE OF THE PLATFORM OR YOUR DOWNLOADING OF ANY CONTENT FROM THE PLATFORM; (c) DOES NOT REPRESENT OR WARRANT THAT THE PLATFORM IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT USER DATA WILL REMAIN PRIVATE OR SECURE; AND (d) NEITHER ENDORSES NOR REPRESENTS THE COMPLETENESS, RELIABILITY, OR ACCURACY OF ANY CONTENT OR INFORMATION DISTRIBUTED THROUGH OR ACCESSED FROM THE PLATFORM, AND WE NEITHER PERFORMED ANY INVESTIGATION INTO SUCH INFORMATION NOR SHALL WE BE LIABLE FOR ANY INVESTMENT DECISIONS MADE BASED UPON SUCH INFORMATION.
- 14.4. **AVAILABILITY.** YOU ACKNOWLEDGE AND AGREE THAT TO THE FULLEST EXTENT PERMITTED BY LAW VENTURE360 DOES NOT AND SHALL NOT GUARANTEE AND WE EXPRESSLY EXCLUDE ALL LIABILITY FOR DAMAGES ARISING OUT OF, RELATING TO, OR REGARDING YOUR USE, DELAY, OR ANY UNAVAILABILITY OF THE PLATFORM AND ITS CONTENT, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF MONEY, INABILITY TO CONCLUDE AN INVESTMENT, SUSPENSION OR TERMINATION OF YOUR ACCOUNT, OR FOR ANY DAMAGE CAUSED TO YOUR COMPUTER, COMPUTER SOFTWARE, PLATFORMS, PROGRAMS, AND THE DATA THEREON. UNDER NO CIRCUMSTANCES WILL VENTURE360 OR VENTURE360 ASSOCIATES BE LIABLE FOR ANY DAMAGES INCLUDING, WITHOUT LIMITATION, GENERAL, SPECIAL, PUNITIVE, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION) OF ANY KIND WHETHER IN AN ACTION IN CONTRACT, TORT, OR NEGLIGENCE ARISING OUT OF OR RELATED TO THE USE OR INABILITY TO USE ANY PART OF THE PLATFORM OR ANY THIRD-PARTY LINK OR IN CONNECTION WITH ANY INACCURACY, FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION, TRANSMISSION,

COMPUTER VIRUS, OR LINE OR PLATFORM FAILURE, EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, AND/OR EXPENSES.

- 14.5. **USER CONTENT.** YOU ACKNOWLEDGE AND AGREE THAT TO THE FULLEST EXTENT PERMITTED BY LAW VENTURE360 DOES NOT AND SHALL NOT BE RESPONSIBLE AND WE EXPRESSLY EXCLUDE ALL REPRESENTATION AND WARRANTIES, EXPRESS OR IMPLIED, ARISING OUT OF, RELATING TO, OR REGARDING ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY USER.
- 14.6. **NO REPRESENTATION OF COMPLIANCE.** YOU ACKNOWLEDGE AND AGREE THAT TO THE FULLEST EXTENT PERMITTED BY LAW VENTURE360 DOES NOT AND SHALL NOT GUARANTEE AND WE EXPRESSLY EXCLUDE ALL REPRESENTATION AND WARRANTIES, EXPRESS OR IMPLIED, ARISING OUT OF, RELATING TO WHETHER ANY INVESTOR IS ACTUALLY AN ACCREDITED INVESTOR OR REGARDING THE LEGALITY OR COMPLIANCE OF ANY ISSUER'S OFFERING. EACH INVESTOR IS SOLELY RESPONSIBLE FOR ENSURING THAT THEY ARE DECLARING THEIR STATUS AS AN INVESTOR, WHETHER ACCREDITED OR NOT. EACH ISSUER IS SOLELY RESPONSIBLE FOR ENSURING THAT ANY SECURITIES OFFERING IT MAKES AVAILABLE IS MADE AVAILABLE IN ACCORDANCE WITH ALL LAWS AND REGULATIONS THE ISSUER IS SUBJECT TO INCLUDING, WITHOUT LIMITATION, STATE LAW, FEDERAL LAW, OR BOTH OR ANY REGULATION PROMULGATED BY THE SEC OR OTHER STATE OR FEDERAL AGENCY AND INCLUDING ANY EXEMPTION TO THE SALE OF UNREGISTERED SECURITIES AND/OR ANY PROHIBITION AGAINST THE GENERAL SOLICITATION OF UNREGISTERED SECURITIES.
- 14.7. **LIMIT TO LIABILITY.** LIABILITY ARISING OUT OF OR RELATED TO THESE TOS OR THE USE OF THE PLATFORM WILL NOT EXCEED THE AMOUNT OF FEES PAID BY YOU TO US WITHIN THE LAST SIX MONTH PERIOD. IN NO EVENT WILL VENTURE360 BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THESE TOS OR THE USE OF THE PLATFORM. THE LIABILITIES LIMITED BY THIS SECTION 14 APPLY: (A) TO LIABILITY FOR NEGLIGENCE; (B) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (C) EVEN IF VENTURE360 IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (D) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS SECTION 14.7, YOU AGREE AND CONSENT THAT VENTURE360'S TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION OF ANY KIND OR NATURE SHALL BE LIMITED TO COMPENSATORY DAMAGES AND LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE. FOR THE AVOIDANCE OF DOUBT, THE LIABILITY LIMITS AND OTHER RIGHTS SET FORTH IN THIS SECTION 14.7 SHALL APPLY LIKEWISE TO VENTURE360 ASSOCIATES.

## 15. Indemnification.

- 15.1. You agree to indemnify, defend and hold Venture360 and Venture360 Associates (as defined in Section 3.2.3) harmless from and against any and all claims, actions, proceedings, losses, expenses, damages, and costs including, without limitation, reasonable attorneys' fees (each a

“**Claim**”) resulting from any breach or violation of the TOS by you or arising out of or related to your use of the Platform and whether or not such Claims arise out of or are related to our negligence. For the avoidance of doubt, with respect to this Section 15 and all other sections which expressly provide indemnification of Venture360 by you, Claims shall include, without limitation, Claims: (a) by you or your employees; (b) related to unauthorized disclosure or exposure of personally identifiable information or other private information; (c) related to infringement or violation of a copyright, trademark, trade secret, or privacy or confidentiality right by written material, images, logos, or other Content uploaded to the Platform through a User account; and (d) that use of the Platform through a User account harasses, defames, or defrauds a third-party or violates the CAN-Spam Act of 2003 or any other law or restriction on electronic advertising. We reserve the right to assume, at our sole expense, the exclusive defense and control of any such Claim and all negotiations for settlement or compromise, and you agree to fully cooperate with us in the defense of any such negotiations, as requested by us.

## 16. Dispute Resolution.

- 16.1. Agreement to Amicably Resolve Disputes. In the event of any Claim, controversy, or alleged dispute between you and Venture360 or Venture360 Associates (each a “**Dispute**”), and except to the extent necessary for an IP Protection Action, you hereby agree to attempt in good faith to amicably to resolve any Dispute through the following procedures. “**IP Protection Action**” means any action to seek injunctive or other equitable relief in a court of competent jurisdiction solely to prevent the actual or threatened infringement, misappropriation, or violation of a party’s copyrights, trademarks, trade secrets, patents or other intellectual property rights. **TO THE FULLEST EXTENT PERMITTED BY LAW, FAILURE TO FOLLOW THESE PROCEDURES SHALL CONSTITUTE YOUR WAIVER OF YOUR RIGHTS TO ANY FURTHER PROCEEDING WITH RESPECT TO ANY DISPUTE, DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO THE TOS OR YOUR USE OF THE PLATFORM. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO FURTHER DISPUTE RESOLUTION PROCEEDINGS INCLUDING THE RIGHT TO ARBITRATION OR LITIGATION.**
- 16.2. Dispute Conference. In the event of a Dispute, either party may call for a resolution conference by sending written notice to the other at the address provided by you via your account information or by us at the address in Section 12.1.2. Within 3 business days of the response to the other party that the notice email was received, each party shall designate an executive with authority to make commitments that would resolve the Dispute (a “**Senior Manager**”). The parties’ Senior Managers shall meet in person or by telephone (“**Dispute Conference**”) within 3 business days of their designation and shall negotiate in good faith to resolve the dispute. The Dispute Conference must commence within 30 days following obtaining knowledge of the cause of action forming the basis of the Dispute. Failure to commence a Dispute Conference within the 30-day period constitutes a waiver of your rights to any further proceeding. Except to the extent necessary for an IP Protection Action, neither party shall not initiate mediation, arbitration, or litigation until 30 business days after the Dispute Conference.
- 16.3. Mediation. If the Dispute remains unresolved following the Dispute Conference, a party may attempt to resolve such dispute through mediation under the auspices of the American Arbitration Association in Kansas City, Missouri, at that party’s sole expense. Mediation must commence within 90 days following obtaining knowledge of the cause of action forming the basis of the Dispute. Failure to commence mediation within the 90-day period constitutes a

waiver of your rights to any further proceeding. Except to the extent necessary for an IP Protection Action, neither party may initiate arbitration or litigation until 30 days after mediation.

- 16.4. Arbitration. If the Dispute remains unresolved following mediation, a party may attempt to resolve such dispute through arbitration under the auspices of the American Arbitration Association (“**AAA**”) in Kansas City, Missouri, at that party’s sole expense, subject to the following: (a) Parties agree to submit any Dispute for resolution by final binding arbitration after serving written notice, which notice shall set forth in detail the controversy, question, claim, or alleged breach along with details regarding the parties’ attempt to resolve such Dispute through the preceding procedures. Upon such notice and attempts to resolve, a party may then commence an arbitration proceeding, before a single arbitrator to be selected by the AAA, either (1) pursuant to the rules of the AAA under its Commercial Arbitration Rules or (2) with respect to offerings made pursuant to Reg CF where FINRA accepts jurisdiction over such arbitration, in accordance with FINRA’s arbitration rules. Arbitration must commence within 6 months following obtaining knowledge of the cause of action forming the basis of the Dispute. Failure to commence arbitration within the 6-month period constitutes a waiver of your rights to any further proceeding. (b) In any arbitration and subject to the ultimate discretion of the presiding arbitrator, each side will be limited to a maximum of one day of argument (including rebuttal), and the parties agree in good faith to minimize discovery burdens (eg. confine the scope to actual areas in dispute and limit the topics and number of pages on which information is requested to matters directly relevant). (c) Any decision of the arbitrator shall be final and binding and may not be appealed to any court of competent jurisdiction, or otherwise, except upon claim of fraud or corruption, provided however, that implementation of such decision shall in no way be delayed or otherwise impaired pending the outcome of any such appeal. Any court having jurisdiction thereof may enter judgment upon the award rendered in such arbitration. (d) Notwithstanding the foregoing, you agree that the following matters shall not be subject to binding arbitration, at our sole election: (1) any Dispute arising out of or related to allegations of criminal activity; (2) any Disputes concerning our intellectual property rights; and (3) any claim for injunctive relief.
- 16.5. Litigation. A court of competent jurisdiction located within Kansas City, Missouri shall decide any other Dispute (other than an IP Protection Action) which is not subject to arbitration. Each party hereby waives any claim that such venue is improper or inconvenient.
- 16.6. No Joint Disputes or Class Actions. You agree that any claim, controversy, or alleged dispute between you and us, our members, or our affiliates (“**Dispute**”), will be limited between you, individually, and us. To the fullest extent allowable by law, you agree that no dispute resolution proceeding of any kind, whether mediation, arbitration, or litigation shall be joined with any other party or decided on a class-action basis.

## **17. Miscellaneous.**

- 17.1. Confidentiality of Information. You should not post any confidential or proprietary information to publicly available portions of the Platform. However, as a User, you shall protect all Content with the same degree of care you use to protect your own information of similar nature and importance, but in no case with less than reasonable care. In cases where Content is marked “Confidential” or any nonpublic information relating to any party’s technology, customers or potential customers, business plans, promotional and marketing activities, finances or other business affairs, or any other nonpublic, sensitive information, you should consider the information a trade secret or otherwise confidential and utilize the same efforts to protect and

maintain its secrecy that are reasonable under the circumstances to protect and maintain the secrecy of your own information of similar nature and importance.

- 17.2. Independent Contractors. The parties are independent contractors and shall so represent themselves in all regards. Neither party is the agent of the other and neither may make commitments on the other's behalf.
- 17.3. No Third-Party Beneficiaries. Except as expressly provided in the TOS there shall be no third-party beneficiaries to the TOS.
- 17.4. Assignment & Successors. You may not assign any of your rights or delegate any of your responsibilities or obligations hereunder without our express written consent. Except to the extent forbidden in this Section 17.4, these TOS will be binding upon and inure to the benefit of the parties' respective successors and assigns.
- 17.5. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of the TOS invalid or otherwise unenforceable in any respect. In the event that a provision of the TOS is held to be invalid or otherwise unenforceable, you agree to allow us to replace such void or unenforceable provision of the TOS with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, and other purposes of such void or unenforceable provision and each such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law. The remaining provisions of the TOS will continue in full force and effect.
- 17.6. No Waiver. Neither party shall be deemed to have waived any of its rights under the TOS by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of the TOS will constitute a waiver of any other breach of the TOS.
- 17.7. Choice of Law; Jurisdiction; Waiver of Jury Trial. All Claims arising out of or related to the TOS and/or the use of the Platform shall be governed solely by the internal laws of the State of Delaware, including, without limitation, applicable federal law and without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts located in Kansas City, Missouri. You hereby agree to the personal and exclusive jurisdiction and venue of such courts. **TO THE FULLEST EXTENT PERMITTED BY LAW, YOU HEREBY WAIVE YOUR RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM ARISING OUT OF OR RELATED TO THE TOS AND/OR THE USE OF THE PLATFORM. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.** This Section 17.7 governs all claims arising out of or related to the TOS and/or the use of the Platform, including, without limitation, negligence, contract, tort, strict product liability, or otherwise.
- 17.8. Interpretation. The titles and headings of the paragraphs of these TOS have been inserted for convenience of reference only and are not intended to summarize or otherwise describe the subject matter of the paragraphs and shall not be given any consideration in the construction of this Agreement. "Include(s)" and "including" shall be deemed to be followed by "without

limitation.” “Or” is not exclusive. “Herein” refers to the TOS as a whole. These TOS shall be construed without regard to any presumption, rule of construction, or interpretation against the drafting party.

- 17.9. Entire Agreement. These TOS set forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.