

Terms of Service

1. THE USE OF WEBSITE OR COMPANY NAME TERMS AND CONDITIONS

Your access to and use of Website or Company Name is subject exclusively to these Terms and Conditions

2. ACCEPTANCE

You will not use the Website for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the Website you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using the Website. You give consent by using the Website to electronic delivery of materials and information including and not limited to educational materials, offer notices and disclosure document by electronic message with links to the information posted on the website.

3. ADVICE

The contents of the Sprowtt website do not constitute advice and should not be relied upon in making or refraining from making, any decision.

4. CHANGE OF USE

Sprowtt reserves the right to:

4.1 change or remove (temporarily or permanently) the Website or any part of it without notice and you confirm that Website or Company Name shall not be liable to you for any such change or removal and.

4.2 change these Terms and Conditions at any time, and your continued use of the Website following any changes shall be deemed to be your acceptance of such change.

5. LINKS TO THIRD PARTY WEBSITES

Website or Company Name Website may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that we are not responsible for the content or availability of any such sites.

6. REGULATORY COMPLIANCE NOTIFICATION

6.1 Regulatory compliance with FINRA (Financial Industry Regulatory Authority) rules requires us to notify you that we may track all your activities and record all your communications within the Sprowtt portal with the issuer or with other investors.

6.2 We may track and keep records for regulatory and issuer inspection for all web page visits, as well as communications within the Sprowtt portal's "chat channel" with issuer management or its staff. This includes downloading and printing issuer informational and disclosure documents, management biographies, product or service descriptions, financial information etc.

6.3 This information may be used by the issuer to support its crowdfunding offering, or for other purposes to comply with FINRA regulations and Regulation CF.

6.4 In accessing the website, reference is made to Section 8 of Disclaimers and Limitation of Liability

7. COPYRIGHT

7.1 All copyright, trademarks and all other intellectual property rights in the Website and its content (including without limitation the Website design, text, graphics and all software and source codes connected with the Website) are owned by or licensed to Website or Company Name or otherwise used by Website or Company Name as permitted by law.

7.2 In accessing the Website you agree that you will access the content solely for your personal, non-commercial use. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder. This excludes the downloading, copying and/or printing of pages of the Website for personal, non-commercial home use only.

8. DISCLAIMERS AND LIMITATION OF LIABILITY

8.1 The Website is provided on an AS IS and AS AVAILABLE basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

8.2 To the extent permitted by law, Website or Company Name will not be liable for any indirect or consequential loss or damage whatever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website.

8.3 Website or Company Name makes no warranty that the functionality of the Website will be uninterrupted or error free, that defects will be corrected or that the Website or the server that makes it available are free of viruses or anything else which may be harmful or destructive.

8.4 Nothing in these Terms and Conditions shall be construed so as to exclude or limit the liability of Website or Company Name for death or personal injury as a result of the negligence of Website or Company Name or that of its employees or agents.

8.5 Access to securities offered on this website under the Texas Intrastate Exemption is limited to Texas residents only and offers and sales of the securities appearing on Texas only Issuers are limited to persons that are Texas residents only.

8.6 Access to securities offered on this website under Title III Regulation Crowdfunding is limited to U.S residents only and offers and sales of the securities appearing on national Issuers are limited to persons that are U.S residents only.

8.7 investments by Individuals in securities under Title III Regulation Crowdfunding is restricted to annual Industry limitations as specified below and Sprowtt reserves the right to refuse or deny any individual investment that Sprowtt has identified that with the proposed investment the individual would exceed the annual aggregate levels as specified: An investor will be limited to investing: (A) The greater of: \$2,000 or 5% of the lesser of the investor's annual income or net worth if either annual income or net worth is less than \$100,000; or (B) 10% of the lesser of the investor's annual income or net worth, not to exceed an amount sold of \$100,000, if both annual income and net worth are \$100,000 or more.

9. INDEMNITY

You agree to indemnify and hold Website or Company Name and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any

claims or actions brought against Website or Company Name arising out of any breach by you of these Terms and Conditions or other liabilities arising out of your use of this Website.

10. SEVERANCE

If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

11. GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of Texas and you hereby submit to the exclusive jurisdiction of the Texas courts.

12. DISCLAIMER

Sprowtt is a public service, user-based content website. Sprowtt does not charge any fees for posting content to its site. Sprowtt may post any content that falls within the stipulated guidelines, free of charge. All posted content is moderated.

Sprowtt is not a registered broker-dealer and does not give investment advice. No member should base their investments decisions upon any act or omission of Sprowtt. Sprowtt makes no representations or warranties, and none may be relied upon. The purchase and sale of Equity must be made directly by the individual with the assistance of an investment advisor.

All material listed or distributed with regard to any opportunity that posts information on the Sprowtt website is based upon information supplied by the company or from other sources believed to be reliable. The information contained on the Sprowtt site is not guaranteed to be accurate and should not be considered all-inclusive. All company material has been provided by the company. All information distributed in press releases, via email or on the Sprowtt web site related to Equity offers may involve risks and uncertainties.

Equity actual results could differ materially from those described. All material is for informational purposes only and should not be construed as an offer or solicitation of an offer to buy or sell Equity.

Sprowtt is not a licensed broker, broker dealer, market maker, investment banker, investment advisor, analyst, or underwriter.

Sprowtt will not offer any opinion as to when others should sell Equity; each company issuer must make that decision based on his or her judgment of the opportunity. There are risks involved. Always remember that Sprowtt does not analyze the investment merits of each issuer, and investing in Equity offerings such as the ones posted on the Sprowtt website are high risk.

Whether you are an experienced investor or not you should always consult with an investment advisor before purchasing or selling any Equity you learn about on Sprowtt.

Sprowtt operates with an open compensation fees transparency policy with the Sprowtt Fees clearly identified and specified at the Point of actual Investment

13. INVESTMENT POLICY

On completion of an Investment transaction, the Investor will receive electronic confirmation of their investment containing the following information: the transaction date; the type of security; the price and number of securities purchased; the number of securities sold; and the price at which the securities were sold; The investment will also be recorded on the website and the investment Issuer displayed on the Investors Boardfolio within their user console with the investment level recorded.

Post investment after the the completion of the Issuer fundraising, users are advised that there may or may not be a continuing relationship between the Issuer and Sprowtt; and that under certain circumstances that the Issuer may cease its ongoing reporting.

14. CANCELLATION POLICY

Investors have an unconditional right to cancel an investment commitment for any reason until 48 hours prior to the Issuer closing when it reaches its funding target, the Issuer owner will post the 48hr notification on the Issuer. Thereafter, an investor cannot cancel any investment commitments made within the final 48 hours except in the event of a material change to the Issuer.

The investor can cancel their investment at any time and for any reason prior to this notification by accessing their Boardfolio on their console and selecting the electronic notification on their Issuer investment to electronically withdraw their investment.

After the Issuer is officially closed, and the owner has accepted the investment funds in the escrow account, your investment may not be canceled.

The Issuer also reserves the right to cancel and refund any investment at any time if they have reasonable belief that the Investor does not either or on both grounds fail to qualify to invest in the Issuer on the basis of geographical residency and/ or individual annual investment limit thresholds exceeded.

15. REFUND POLICY

In the event of an investor electronic investment cancellation notification or in the event that the Issuer fails to reach its minimum investment level and the Issuer is subsequently closed and withdrawn from public offer, the Investor will receive a full refund of their investment within 48 hrs. of the event notification by electronic means to the same funding instrument used to place their initial investment.

In the case where the Issuer is closed the investor will receive within five business days an electronic notification from the owner disclosing the cancellation of the offering, the reason for the cancellation and the refund amount that the investor should expect to receive.

16. EARLY CLOSING & MATERIAL CHANGE POLICY

If a Issuer reaches the target offering amount prior to the deadline identified in its offer, the owner may at the time close the offering once the target offering amount is reached, provided that the offering will have remained open for a minimum of 21 days; the owner reserves the right to provides notice about the new offering deadline at least five business days prior to the new offering deadline; existing investors will be given the opportunity to reconsider their investment decision and have the right to cancel their investment commitment until 48 hours prior to the new offering deadline;

If there is a material change to the terms of the offering, or the information provided by the issuer regarding the offering, the intermediary must give or send to any potential investors who have made investment commitments notice of the material change, stating that the investor's investment

commitment will be cancelled unless the investor reconfirms his or her commitment within five business days of receipt of the notice. If the investor fails to reconfirm his or her investment within those five business days, the intermediary, within five business days thereafter, must provide or send the investor a notification disclosing that the investment commitment was cancelled, the reason for the cancellation and the refund amount that the investor should expect to receive, and direct the refund of investor funds.

17. PROMOTER ACTIVITIES POLICY

A Issuer owner, employee, founder or promoter is required to identify themselves prior to the creation of the Issuer by mandatory inclusion to the respective Issuer team for display to all users. Furthermore any Issuer owner, employee, founder or promoter is required to disclose in each posting on the Issuer that they are engaging in those activities on the Issuer Company's behalf. All Issuer activity is monitored for strict adherence to promoter activities and any user found in non-compliance will be immediately suspended from the Network and may be later removed from the network permanently

All users of the Network acknowledge and understand that there may be activity posted on the Network from parties that may be receiving promotional compensation on behalf of the Issuer owner and that they should at all times also provide disclosure of this fact, any user that identifies a promoter who is posting on the Network without including the disclosure is requested to report this incident immediately to Sprowtt Technical Support.

18. PRIVACY POLICY

SPROWTT RESPECTS YOUR PRIVACY.

Any personal information you provide to us including and similar to your name, address, telephone number, e-mail address or any other personal data recorded on the site will not be released, sold, or rented to any entities or individuals outside of Sprowtt.

19. CREDIT CARD DETAILS

Sprowtt will never ask for Credit Card details and request that you do not enter it on any of the forms on Sprowtt.

20. EXTERNAL SITES

Sprowtt is not responsible for the content of external internet sites. You are advised to read the privacy policy of external sites before disclosing any personal information.

21. COOKIES

A "cookie" is a small data text file that is placed in your browser and allows Sprowtt to recognize you each time you visit this site (customization etc). Cookies themselves do not contain any personal information; and Sprowtt does not use cookies to collect personal information. Cookies may also be used by 3rd party content providers such as newsfeeds.

RISK WARNING

1. LOSS OF CAPITAL

Most startups and early stage businesses fail, and if you invest in a business through Sprowtt, it is more likely that you will lose all of your invested capital than that you will see a return of capital or a profit. You should not invest more money through Sprowtt than you can afford to lose without altering your standard of living.

2. ILLIQUIDITY

Any investment you make through Sprowtt will be highly illiquid. There is no secondary market for the shares of the issuer company. This means that you are unlikely to be able to sell your shares until and unless the issuer company floats on a securities exchange or is bought by another company. Even for a successful business, a flotation or purchase is unlikely to occur for a number a years from the time you make your investment.

3. DIVIDENDS

Startups and early stage businesses rarely pay dividends. This means that if you invest in a business through the Sprowtt, even if it is successful you will only be able to see any return of capital when you are able to sell your shares in the issuer company. Even for a successful business, this is unlikely to occur for a number of years from the time you make your investment. Profits are typically re-invested into the business to fuel growth and build shareholder value. Businesses have no obligation to pay shareholders dividends.

4. DILUTION

Any investment you make through the Sprowtt may be subject to future dilution. This means that if the business raises additional capital at a later date, it will issue new shares of the issuer company to the new investors, and the percentage of the issuer company that you own may be reduced. These new shares may also have certain preferential rights to dividends, sale proceeds and other matters, and the exercise of these rights may work to your disadvantage. Your investment may also be subject to dilution as a result of the grant of options (or similar rights to acquire shares) to employees of, service providers to or certain other parties connected with, the issuer company.

5. DIVERSIFICATION

Investing in startups should only be done as part of a diversified portfolio. This means that you should invest relatively small amounts in multiple businesses rather than a lot in one or two businesses. It also means that you should invest only a small proportion of your investable capital in startups as an asset class, with the majority of your investable capital invested in safer, more liquid assets.