

Terms of Use

Sprowtt Inc. owns and operates Sprowtt Crowdfunding Inc. SprowttCF.COM ("Portal," "us," "our" or "we"), a funding portal registered with the United States Securities and Exchange Commission and member of the Financial Industry Regulatory Authority. Our principal place of business is in the United States of America. The Portal is acting as a facilitation and intermediary platform (the "Service") for securities offerings under Regulation Crowdfunding. Each authorized user ("User") and issuer ("Issuer") acknowledge and agree the Portal does not and will not: (1) offer investment advice or recommendations; (2) solicit purchases, sales or offers to buy the securities offered or displayed on the Portal; (3) compensate employees, agents or other persons for such solicitation or based on the sale of securities posted or referenced on the Portal; or (4) hold, manage, possess or otherwise handle investor funds or securities. Nothing on the Portal should be interpreted as being an investment recommendation, solicitation or advice of any kind by the Portal.

While this Portal has been approved after extensive examination by FINRA, this approval should not be construed as approval of the investment merits of the offerings, guarantee of profits or the full or complete disclosure of information relating to each offering. While the Portal will use its "best and reasonable efforts" to ascertain the veracity of all information, Investors and Issuers are advised to have their own legal counsel review all information regarding each offering. The Portal has retained its own counsel to ensure that all transactions in compliance with all securities laws, but such compliance may change from time to time, dependent on SEC, FINRA and Federal District court interpretation.

Regulation Crowdfunding Offerings

The Portal is acting as an intermediary in certain limited transactions involving the offer or sale of securities for the account of others solely pursuant to Section 4(a)(6) of the Securities Act of 1933, as amended, and Title III of the Jumpstart Our Business Startups Act of 2012 (collectively, "Regulation Crowdfunding"). Regulation Crowdfunding offerings on the funding portal are conducted through Sprowtt Crowdfunding Inc.

Acceptance, Change or Termination

By accessing the Portal or using the Services offered by the Portal in any manner, you become a Portal user ("User" or "you"). You may not use the Portal without agreeing to the terms and conditions set out in this Terms of Use along with our Privacy Policy and other procedures that are and may be published on the Portal, each of which is incorporated by reference and each of which may be updated by us from time to time without notice to you and liability for such change. Your use of the Portal constitutes (and will be treated by us as acceptance) of the terms and conditions set out herein and posted on the Portal. We reserve the right, at our sole discretion and without prior notice and any liability, to modify or replace these Terms of Use, any other policies/procedures or change the Portal, stop providing the Portal, applications or Services, create usage limits for the Portal, or change, improve or correct the information, materials and descriptions on the Portal at any time for any reason. We may permanently or temporarily terminate or suspend your access to the Portal and/or remove any of your content without notice and any liability, for any reason, including if in our sole determination you violate any provision of these Terms of Use or any other policy or procedures. Upon termination for any reason or no reason, you will continue to be bound by these Terms of Use which, by their nature, survive termination, including without limitation ownership provisions, warranty disclaimers, indemnity, and limitations of liability. You agree that Portal and its subsidiaries and affiliates, including their respective directors, officers, members, employees and advisors, will not be liable to you or to any third party for any such modification, suspension or discontinuance.

Eligibility for Use of the Services

The Service is only available to individuals who are at least eighteen (18) years old and meet the user criteria described below. You represent and warrant that if you are an individual, you are at least 18 years old, that you are fully able and competent to enter into the terms and conditions set forth in this and other agreements on the Portal, and that all registration information you submit is truthful, accurate and complete. If you are accessing the Portal and/or using the Services on behalf of an entity, such as your employer or a company you work for or control, you warrant and represent that you have the legal authority to bind that entity to these Terms of Use. We are entitled to rely on the accuracy of the information you provide to us on the Portal. Notwithstanding the foregoing, additional limitations apply to your use of the Portal as described herein.

Account Registration

You may access the Portal generally and/or browse generally without registering with the Portal. In order to access certain features of the Portal, including viewing certain information regarding securities offerings, commenting on securities offerings and/or investing in any of the offerings posted on the Portal, you must register to create a user account ("Account") and meet certain criteria. You must complete the registration process by providing us with current, complete and accurate information. You are responsible for updating any and all pertinent registration information. Failure to do so shall constitute a breach of the Terms of Use, which may result in immediate termination of your Account.

You will also choose a password and a user name. Portal reserves the right in its sole discretion to refuse registration of or cancel a User's name, domain name, Issuer's name, and Issuer's Account name. You are solely responsible for maintaining the confidentiality of your password and account. You agree to notify Portal immediately in writing of any unauthorized use of your Account or any other breach of security. You will not share your password, let anyone else access your Account, or do anything else that might jeopardize the security of your Account. To the fullest extent permissible by law, you are solely responsible for maintain the appropriate antivirus software and other protections to prevent cyber-crimes and other identity theft.

You agree that your Account will be self-directed and that you are solely responsible for all investment decisions and instructions placed through your Account. Although the Portal may provide data, information or content provided by third-parties relating to investment strategies and/or opportunities to invest in securities offering or raise capital, you should not interpret any such content as tax, legal, financial, or investment advice or a recommendation to invest in any offering posted on the Portal. Any decision to invest shall be based solely on your own consideration and analysis of the risks involving a particular offering and is made at your own risk. You acknowledge and agree that you are solely responsible for determining the suitability of an investment, your eligibility to invest or your investment strategy and accept the risks associated with such decisions, which include the risk of losing the entire amount of your principal. We have a limited fiduciary duties pursuant to Regulation Crowdfunding. You agree and acknowledge that you are solely responsible for conducting legal, accounting and other due diligence review on the Issuer's and the offerings posted on the Portal.

Offering Limitations

Securities offered pursuant to Regulation Crowdfunding are highly speculative and expose investors to higher risk of complete loss of their investment. Congress and the SEC impose certain restrictions under Regulation Crowdfunding limiting the amount that an investor can invest in such offerings to protect investors. Users are permitted, over a 12-month period, to invest in the aggregate across all offerings made pursuant to Regulation Crowdfunding (whether on the Portal or through other intermediaries) up to the following amount: (a) if either their annual income or net worth is less than \$100,000, than the greater of \$2,000 or 5 percent of the lesser of User's annual income or net worth; (ii) if both their annual income and net worth are equal to or more than \$100,000, 10 percent of the lesser of User's annual income or net worth. Notwithstanding the foregoing, during the 12-month period preceding your proposed investment, the aggregate amount of such investments may not exceed \$100,000. Users represents and warrants that s/he complies with the above limitations each time you invest in an offering.

Issuer Limitations

Issuer represents and warrants that it is eligible to conduct an offering pursuant to Regulation Crowdfunding and complies with all applicable rules, regulations and laws. Regulation Crowdfunding may not be relied upon by (i) non-U.S. companies, (ii) reporting companies under the Securities

Exchange Act of 1934, as amended, (iii) certain investment companies, (iv) companies that are subject to disqualification under Regulation Crowdfunding, (v) companies that have failed to comply with the annual reporting requirements under Regulation Crowdfunding during the two years immediately preceding the filing of the offering statement, and (vi) companies that have no specific business plan or have indicated that their business plan is to engage in a merger or acquisition with an unidentified company or companies. Issuer represents and warrants that it has not raised a maximum aggregate amount of \$1 million pursuant to Regulation Crowdfunding in a 12-month period (regardless of whether such securities are sold through the Portal or other intermediary).

Private Issuers

The Issuer represents and warrants to the Portal that it has complied with the disclosure requirements under Rule 201(d) of Regulation Crowdfunding and complied with all filing requirements under Form C. Each issuer is solely responsible for the material it posts on this Portal and, by posting such material, represents that: (i) it has complied in all material respects with all applicable rules and regulations; and (ii) such information will not contain any untrue statement of a material fact or omit to state a material fact required to be stated or necessary to make such statements not misleading in light of the circumstances under which they are made.

The Portal and its Users are entitled to and will rely upon any representations made by each Issuer. Portal makes no representations regarding whether any offering materials or content on the Portal are complete, truthful and accurate; nor is Portal responsible for verifying or investigating the completeness, truthfulness and accuracy of such representation or offering materials. The information and materials on the Portal may contain typographical errors or inaccuracies. Any dated information is published as of its date only, and does not undertake any obligation or responsibility to update or amend any such information. Users of the Portal acknowledge that Portal is not liable for and will not verify or investigate the accuracy and completeness of the offering material and other information posted on the Portal.

No Disqualifying Events

Each Issuer warrants and represents that none of its predecessors, any affiliated issuer, any director, executive officer, other officer of the Issuer participating in the offering, any beneficial owner of 20% or more of the Issuer's outstanding voting equity securities, calculated on the basis of voting power, any promoter (as defined in Rule 405 of the Securities Act) connected with the Issuer in any capacity at the time of sale nor any compensated solicitor or any director, executive officer, other officer of the compensated solicitor participating in the Offering (each, an "Issuer Covered Person" and collectively, "Issuer Covered Persons") is subject to any of the "Bad Actor" disqualifying events described in Section 302(d)(2) of Regulation Crowdfunding (a "Disqualifying Event"). Each Issuer warrants and represents that it has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualifying Event. Issuer shall cooperate with the Portal in its due diligence obligation pursuant to Regulation Crowdfunding. The Issuer agrees to promptly notify Portal in writing should any Disqualifying

Events occur or prior Disqualifying Events come to the Issuer's notice despite its reasonable efforts to discover.

Securities Products

The securities offered on the Portal are only appropriate for sophisticated investors who are familiar with and willing to accept the high risks associated with private investments. Securities sold through Regulation Crowdfunding are not publicly traded and, therefore, are illiquid unless registered with the Securities and Exchange Commission. Additionally, securities are subject to restrictions on resale or transfer including holding period requirements. Investing in private securities requires high risk tolerance, low liquidity need, and long-term commitments. Users must be able to afford to lose their entire investment without a change in their lifestyle. Securities offered on the Portal are not FDIC insured, may lose value, and there is no bank guarantee.

The securities being offered have not been registered under the Securities Act, in reliance, among other exemptions, on the exemptive provisions of Regulation Crowdfunding. Similar reliance has been placed on apparently available exemptions from securities registration or qualification requirements under applicable state securities laws. 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, 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. Although the offering materials have been filed with the Securities and Exchange Commission, no governmental agency has reviewed the offerings posted on this Portal 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. The exemptions relied upon for such offerings are significantly dependent upon the accuracy of the representations of the Users to be made to the Portal and Issuers on the Portal in connection with the offering, including compliance with investment limitations. 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 would result under applicable securities laws for rescission or damages. These risks are non-exhaustive and are intended to highlight certain risks associate with investing in securities that are not registered with the Securities and Exchange Commission. We strongly advise you to consult a legal, tax and 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.*

Portal takes **no** part in the negotiation or execution of transactions for the purchase or sale of securities and at no time has possession of funds or securities. Portal cannot guarantee that Issuers on the Portal will use the proceeds of any offering in accordance with the stated purpose. Users acknowledge and agree that Portal makes no representation, warranty or assurance that the offering posted on the Portal are made in accordance with Federal and/or state securities law, including the exemption to the sale of unregistered securities, or the legality of any offerings therein.

User Conduct Guidelines

Portal permits Users to independently connect with Issuers and subscribe in securities offerings. However, you are expressly prohibited from doing the following acts: (a) using the Portal, or any services and or tools if you are temporarily, or indefinitely, suspended from using the Portal, services or any tools; (b) collecting personal information about other Users; (c) interfering with other Users' listings; (d) posting false, inaccurate, misleading, defamatory, or libelous content. Portal grants you a limited, revocable, non-exclusive, non-transferrable license to view, copy and print content on the Portal for personal, non-commercial purposes. Portal grants the operators of public search engines a limited, non-exclusive, non-transferrable license to copy materials from the Portal for the purpose of creating publicly available, searchable indices of Portal content. We reserve the right to terminate or limit your access to the Portal and/or the licenses granted herein for any reason and in our sole discretion. You agree not to modify, damage, disrupt, disable, overburden, impair, alter or interfere with the use, features, functions, operation, security or maintenance of the Portal or the rights or use and enjoyment of the Portal by any other person or entity in any manner.

The Portal allows registered Users to post publicly viewable messages regarding securities offerings posted on the Portal. We believe that providing a forum where prospective investors can share their views on the offering will enhance "crowd diligence" or the collective review by prospective investors. The message boards and other forums we provide on the Portal are intended to allow information exchanges, and for Users to express their opinions.

You agree that you will not upload, transmit, email, post or otherwise communicate in your messages any content that contains business solicitation of any type, including advertising a product or service, offering a product or service for sale, or directing readers to a location for more information about a product or service. If you believe that a message was posted in violation of these Terms of Use, please copy the text of the Message into an email and submit to mjones@sprowttcf.com. You agree that the Portal cannot and will not act as arbitrator of disputes arising from third party communications or transmission to the Portal. Without limiting our rights or remedies, violations of any of the above rules may result in a warning notification, removal of offending content or termination of your account.

Notwithstanding anything to the contrary, you acknowledge and agree that (i) Portal permits the posting of messages by Users only and such function may not be used by Users in connection with any commercial endeavors, (ii) User shall not post offensive, illegal, harmful, threatening or personally identifying content on or through the Portal, including the following types of content, as determined by Portal in its discretion that is (a) patently offensive content and/or content that may promote racism, bigotry, hatred or physical harm of any kind against any group or individual, (b) harasses or advocates harassment, (c) solicits personal information from another User, (d) promotes information that User know is false or misleading or conduct that is abusive, threatening, obscene, defamatory or libelous, offensive, fraudulent, unlawful, threatening, disingenuous, obscene, scandalous, inflammatory, pornographic or profane, or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law, (e) furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities,

and/or (f) contradicts the purpose of permitting prospective investors to an offering to share concerns, ideas or personal opinions regarding a prospective offering. Notwithstanding the foregoing, Portal shall not remove content which provide negative constructive criticism of an offering or an Issuer, including its management team. Permitting or removing a post shall not be deemed an endorsement, adoption of the content or investment advice under any circumstances. Portal will retain a log content for the purposes of its books and records, investigations or for purposes of facilitating periodic reviews to ensure adherence to our policies. Portal will fully cooperate SEC, FINRA and with any law enforcement authorities or court order requesting or directing Portal to disclose the identity of anyone posting any such information or materials on the Portal.

No Representations or Warranties

Portal makes no representation or warranties as to the completeness or accuracy of the information posted on the Portal by Issuers or any third-party, including offering materials. To the maximum extent permissible by applicable law, Portal assumes no liability or responsibility whatsoever for any errors or omissions in the content on the Portal. Portal does not endorse or represent the reliability or accuracy of any content or information distributed through or accessed from the Portal, and has not performed any investigation into such information. Portal shall not be liable for any investment decisions made based upon such information. You agree that any reliance upon any content or information distributed through or accessed from the Portal is at your sole risk. Portal is entitled to rely upon the information provided by its users. You acknowledge and agree that Portal does not provide any representation, warranty or assurance that the offerings on the Portal are made in accordance with state and/or Federal securities law, including the exception to the sale of unregistered securities. Each Issuer, and not the Portal, is responsible for disclosing all material facts pertaining to the offering and that the offering is done in accordance with federal law and regulations promulgated by the Securities and Exchange Commission.

Intellectual Property

All content and images on the Portal are either the property of, or used with permission by Portal. The use of the content or images by you or anyone authorized by you, is prohibited unless specifically permitted by these Terms of Use or provided elsewhere on the Portal. By providing content on the Portal, 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 Portal. No compensation will be paid with respect to our use such content. Portal neither warrants nor represents that your use of materials displayed on the Portal will not infringe rights of third parties not owned or affiliated with Portal.

The trademarks, logo and slogans displayed on the Portal including the mark Portal, (collectively the "Trademarks") are owned by Portal and others. Nothing on this Portal should be construed as granting any license or right to use the Trademarks without written permission of Portal or such third party owner of the Trademarks. Your misuse of the Trademarks, or any other content on the Portal, except as

provided in these Terms of Use, is strictly prohibited. You are advised that Portal will aggressively enforce its intellectual property rights to the fullest extent of the law.

Disclaimer of Liability

Your use of the Portal is solely at your own risk. Without limiting the generality of the foregoing, everything on the Portal is provided to you "as is," "as available," and "when available" without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Please note that some jurisdictions may not allow the exclusion of implied warranties or limitation of incidental or consequential damages, so some of the above exclusions may not apply to you.

Portal assumes no responsibility for, and shall not be liable for, any damages to or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in the Portal or your downloading of any materials, data, text, images, video, or audio from the Portal.

Third-Party Sites

The Portal may contain links to third party websites ("Third-Party Portals"). These links are provided only as a convenience to you. The inclusion of any link is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by Portal of any information, materials, products, or services contained in or accessible through any Third-Party Portal. In no event shall Portal be responsible for the information contained on any Third-Party Portals or your use of or inability to use any Third-Party Portals. You acknowledge and agree that Portal 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 websites or resource. YOU AGREE THAT ACCESS AND USE OF THIRD-PARTY PORTALS, INCLUDING THE INFORMATION, MATERIAL, PRODUCTS, AND SERVICES ON THIRD-PARTY PORTALS OR AVAILABLE THROUGH THIRD-PARTY PORTALS, IS SOLELY AT YOUR OWN RISK AND DISCRETION. Your access and use of the Third-Party Portals are governed by the Terms of Use and Privacy Policies of these Third-Party Portals. We strongly encourage you to carefully review the Terms of Use and the Privacy Policies of any Third Party Services from which you access through our Portal.

U.S. Jurisdiction

Portal makes no representations that the Service is appropriate or available for use in any other jurisdictions. Accessing the Service is prohibited from territories where such services are prohibited. Securities offerings are only directed at, or intended for purchase or investment by investors in jurisdictions that permit general solicitation of unregistered securities.

You acknowledge and agree that it is solely your responsibility to be aware of the applicable laws and regulations of your country of residence. Subscriptions to invest in any offering referred to on this Portal

must only be made on the basis of the offering document relating to the specific investment and through a registered entity.

The Content contained on the Portal does not constitute an offer or solicitation and may not be treated as an offer or solicitation (i) in any jurisdiction where such an offer or solicitation is against the law; (ii) to anyone to whom it is unlawful to make such an offer or solicitation; (iii) if the person making the offer or solicitation is not qualified to do so. The securities offered on this Portal can only be marketed in certain jurisdictions only.

You acknowledge and agree that it is solely your responsibility to be aware of the applicable laws and regulations of your country of residence. The content provided on this Portal does not constitute an offer or solicitation to sell securities referred to on this Portal, by anyone in any jurisdiction in which such offer, solicitation or distribution would be unlawful or in which the person making such offer or solicitation is not qualified to do so or to anyone to whom it is unlawful to make such offer or solicitation. Applications to invest in any offering referred to on this Portal must only be made on the basis of the offering document relating to the specific investment and through a registered entity. You should satisfy yourself before accessing the Portal that we would be allowed to advertise investment products to you under the law of the jurisdiction in which you reside.

Governing Law

These Terms of Use shall be governed by, construed and entered in accordance Federal law within such Federal district without regard to choice of law or conflict of law provisions thereof. YOU HAVE A CHOICE TO WAIVE YOUR RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, ACTION OR PROCEEDING, DIRECTLY OR INDIRECTLY, ARISING OUT OF, OR RELATING TO, THESE TERMS OF USE TO THE FULLEST EXTENT PERMITTED BY LAW, AND . YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

Dispute Resolution

In the event of any claim, controversy or alleged dispute between you and Portal, its members or affiliates ("Dispute"), you hereby agree to attempt in good faith to amicably resolve any Dispute at least thirty (30) days before instituting any legal proceeding. Each party agrees 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 your attempt to resolve such Dispute. Upon such notice and attempt to resolve, the party may then commence an arbitration proceeding pursuant to the rules of the American Arbitration Association ("AAA") to be held in the State of Florida Hillsborough County before an arbitrator to be selected by the AAA. Any such arbitration may only be commenced within one year after the party requesting arbitration obtains knowledge of the cause of action forming the basis of the controversy or claim accrued.

In any arbitration and subject to the ultimate discretion of the presiding arbitrator, each side will be limited to a maximum of one (1) day of argument (including rebuttal), and the parties agree in good faith to minimize discovery burdens (e.g. 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). The decision(s) 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 as by law provided, provided, however, that implementation of such decision(s) shall in no way be delayed or otherwise impaired pending the outcome of any such appeal. Judgment upon the award rendered in such arbitration may be entered by any court having jurisdiction thereof. You agree that all Disputes will be limited between you, individually, and Portal. To the full extent allowable by law, you agree that no arbitration proceeding or other dispute resolution proceeding shall be joined with any other party or decided on a class-action basis.

Notwithstanding the foregoing, you agree that the following matters shall not, at the election of Portal, be subject to binding arbitration: (1) any Dispute related to, or arising from allegations of criminal activity; (2) any Disputes concern Portal's intellectual property rights; and (3) any claim for injunctive relief. All arbitration proceedings will take place in the State of Florida Hillsborough County, United States of America. Any Dispute not subject to arbitration shall be decided by a court of competent jurisdiction within State Of Florida. Each party hereby waives any claim that such venue is improper or inconvenient.

Indemnification

To the fullest extent permissible by law, you agree to indemnify, defend and hold Portal and any of its affiliates, and any of its successors and assigns, and any of their respective officers, directors, employees, agents, representatives, licensors, advertisers, suppliers, and operational service providers harmless from and against any and all claims, actions, losses, expenses, damages and costs (including reasonable attorneys' fees), resulting from any breach or violation of these Terms of Use or any other policy or procedure posted on the Portal by you or arising from your use of the Portal. Portal reserves the right to assume, at its sole expense, the exclusive defense and control of any such claim or action and all negotiations for settlement or compromise, and you agree to fully cooperate with Portal in the defense of any such claim, action, settlement or compromise negotiations, as requested by Portal.

Notification Procedures

We may provide notifications, including those regarding modifications to these Terms of Use, 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 our Portal, as determined by us in our sole discretion. We reserve the right to determine the form and means of providing notifications to visitors. Note that you may opt out of certain means of notification as described in these Terms of Use. We are not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provided to us.

Communications

You agree that Portal may send communications to you via your mailing address, email, telephone or facsimile number provided by you on your Account. You agree to notify us of any changes in your

address or contact details. Portal may also deliver information verbally. Communications shall be deemed delivered to you when sent and not when received. You agree that any information that you transmit to the Portal or Portal in any manner including, but not limited to, pictures, videos, questions, comments, suggestions, website addresses and links to other website/articles, etc. is non-confidential and non-proprietary and can be used by Portal or its affiliates for any purpose.

Electronic Signatures in Global and National Commerce Act/Uniform Electronic Transactions Act

The Federal Electronic Signatures in Global and National Commerce Act ("ESIGN") and similar state laws, particularly the Uniform Electronic Transactions Act ("UETA"), authorize the creation of legally binding and enforceable agreements utilizing electronic records and signatures. ESIGN and UETA require businesses that want to use electronic records or signatures in consumer transactions to obtain the consumer's consent to receive information electronically. When an Issuer or potential Investor registers on the platform, we obtain his or her consent to transact business electronically and maintain electronic records in compliance with ESIGN and UETA requirements. 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 electronic versions of documents fully satisfies any requirement that such documents be provided to you in writing. If you sign electronically, you represent that you have the ability to access and retain a record of such documents. You agree that you are responsible for understanding these documents and agree to conduct business by electronic means. You are obligated to review the Portal periodically for changes and modifications and agree not to contest the admissibility or enforceability the Portal's electronically stored copy of this Agreement in any proceeding arising out of this Agreement.

Although you consent to electronic delivery, you may elect to deliver communications by other means and such delivery shall not affect your consent. You may revoke consent to electronic delivery of communications and receive a paper version at your election. Portal shall have a reasonable period to effect such a change and Portal may charge you a reasonable fee for sending such paper copies. If you elect to use electronic delivery, you agree and represent that you have a suitable computer with Internet access, an email address and the availability to download, save and/or print communications to retain a record of such communications. You agree that you are solely responsible for maintaining such equipment and services required for online access.

Integration and Severability

The failure of Portal to enforce any right or provision of these Terms of Use will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Portal. These Terms of Use and other referenced materials are the entire agreement between you and Portal with respect to the Service, and supersede all prior or contemporaneous communication and proposals (whether oral, written or electronic) between you and Portal with respect to the Service and govern the future relationship. Except as expressly set forth in these Terms of Use, the exercise by either party of any of its remedies under these Terms of Use will be without prejudice to its other remedies under these Terms of

Use or otherwise. If for any reason a court or arbitral, as applicable, of competent jurisdiction finds any provision of these Terms of Use invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms of Use will remain in full force and effect and enforceable.

Miscellaneous

Except as expressly provided in these Terms of Use, there shall be no third-party beneficiaries to the Terms of Use. Portal shall have the right to assign its rights or delegate any of its responsibilities under these Terms of Use to an affiliate or in connection with a merger, consolidation or reorganization of Portal for the sale of substantially all of its assets. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. You further agree to replace such void or unenforceable provision of this Agreement 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. Our affiliates, officers, directors and members shall be deemed third party beneficiaries to these Terms of Use. These Terms of Use supersede any other Terms of Use prior to the date hereof.