

# TERMS AND CONDITIONS

STARTUP TECHNOLOGIES INC. Terms and Conditions

Last updated: February 2022

## 1. Agreement

**IMPORTANT! PLEASE CAREFULLY READ THESE TERMS OF USE AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.**

Please read carefully the following provisions of these Terms of Use (the “**Agreement**” or “**Terms of Use**”). This is a legal agreement between you and Startup Technologies Inc., a Delaware corporation (“**Company**”, “**we**”, or “**us**”) regarding the use of our website located at [www.startup.inc](http://www.startup.inc) and any associated website or mobile applications (collectively the “**Service**”). By accessing or using the Service, you agree that you have read, understood, and agree to be bound by these Terms of Use, whether or not you are a registered user of the Service.

We reserve the right to amend this Agreement at any time by notifying you as provided in this Agreement, provided that no notice shall be required or given for non-substantive changes to the Agreement. If we substantively amend this Agreement, we will give you at least seven (7) days’ notice before the changes take effect, during which period of time you may reject the changes by terminating your account. your continued use of the Service after any such change takes effect constitutes your acceptance of the new Terms of Use. If you do not agree to any of these terms or any future Terms of Use, your only remedy shall be to not use or access (or continue to access) the Service. This Agreement applies to all visitors, users, and others who access and/or use the Service.

## 2. Eligibility

- 2.1. The only people who are authorized to create Investor accounts through the Service are sophisticated investors with personal or professional experience assessing the long term business prospects of early stage companies. Investors must understand the risk of investing in early stage companies, including the high likelihood of loss and long period of illiquidity. In addition, if you are using the Service as an Investor, you must qualify as an Accredited Investor, as defined in Definitions, and be sophisticated enough to protect your own interests.
- 2.2. By accessing or using the Service, you represent and warrant that you have not previously been suspended or removed from the Service. you must be an individual of at least 18 years of age. you can use the Service only if you can lawfully enter into this Agreement under applicable law. The Company has no obligation or capability to verify whether you are eligible to use the Service and bears no responsibility for your use of the Service. The Company reserves a right to block your Account on the Service if we have any doubts with regard to your eligibility. you further represent and warrant that you will not use the Service if the laws of your jurisdiction prohibit you from doing so in accordance with these Terms and Conditions.

## 3. Account

- 3.1. To start using the Service you must accept these Terms and Conditions, the Privacy Policy (located at [www.startup.inc/uploads/privacy.pdf](http://www.startup.inc/uploads/privacy.pdf) and receiving all legal notices, including risk statements and disclaimers. you shall ensure safety and confidentiality of your login credentials and bear all risks related to the disclosure of your password to third parties.
- 3.2. The Company may, without liability to you or any third party, refuse to let you create an Account, suspend your Account, or terminate your Account or your use of Service. Such actions may be taken as a result of account inactivity, failure to positively identify yourself, if the Company believes your Account has been compromised, in order for us to comply with laws or regulations, or your violation of the terms of these Terms and Conditions. If you have funds

remaining in the Account, which has been suspended or closed, you will be able to access such funds and withdraw them to an external funds address (unless prohibited by law or a court order). If you are unable to login to your Account because it has been suspended, you must contact the Company at support@startup.inc to process such withdrawal. If you have linked a bank account, debit card, or credit card to your account, we reserve the right to require you to provide further identifying information before processing such withdrawal or transfer. **One user is allowed to create only one account.**

3.3 You agree that the information you provide during the registration process is current, accurate, truthful, and complete, and you will regularly update this information to maintain its completeness and accuracy. You are responsible for maintaining the confidentiality of any Account information that you use to access any feature on the Service, and also for logging off of your Account and any protected areas of the Platform. Further, you are fully responsible for all activities occurring under your Account that result from your failure to use or maintain appropriate security measures. If you become aware of any suspicious or unauthorized conduct concerning your Account, you agree to contact us immediately. We will not be liable for any loss or damage arising from your failure to promptly notify us of such conduct.

3.4 To help fight the funding of terrorism and money laundering activities, federal law requires the Company to obtain, verify and record information that identifies each person who opens an Account or is considered a control person for an Account opened for a corporation, partnership, trust, or other legal entity. Legal entities may need to provide other information, such as a principal place of business, tax identification number, articles of incorporation, partnership agreement, trust agreement, or a government-issued business license. You agree to provide us with all required information or documentation that allows us to verify your identity. Any required information you provide to us may be subject to verification, including through the sharing of such information with third parties for this purpose. Your Account may be rejected, restricted, or closed if we cannot verify required information.

3.5 You represent that you, or the entity for which you are acting as an authorized person, have not been designated by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC") as a Specially Designated National or Blocked Person, you have no reason to believe that you would be considered a Blocked Person by OFAC, and you do not reside in a restricted country. You also represent that, to the best of your knowledge, you are not employed by or acting as agent of any government, government-controlled entity or government corporation restricted under OFAC. You understand that if your application violates OFAC guidelines, your Account may be declined or restricted from certain activity.

#### **4. Payment processing and chargeback**

4.1. You consent to the Company providing certain information and/or documentation about you to third party service providers, including payment processors, as shall be required to complete a transaction or pursuant to an inquiry or investigation for KYC/AML purposes.

4.2. You further agree not to make or attempt to initiate chargebacks, and/or deny or reverse any payment or deposit that you have made. In any such event, we reserve the right to cease to provide the Service, terminate the Terms of Use, and take any further action we may deem appropriate, including the right to adjust the Account records accordingly to reflect any Company deduction from the deposit section to set-off any loss suffered due to your chargeback or reversal of transactions.

#### **5. Account Termination or Suspension**

5.1. You understand that, at any time, the Company will be entitled to restrict, suspend or terminate your Account, as well as to terminate the Terms of Use; deny or restrict access to the Website including its content or tools, and take technical and legal measures; deny processing any transaction; cancel or reverse any transaction or pending transaction, even if funds have been

debited from your payment method. These actions are all subject to the Company's sole discretion, including without limitation, as a result of the Company reasonably suspecting any of the following:

- (a) you have breached any terms or condition of this Agreement or you have breached any terms or condition of this Agreement;
- (b) your failure to make required payments;
- (c) another person is using your Account;
- (d) you attempt to gain unauthorized access to the Service or an Account that is not your Account;
- (e) your transaction involves money laundering, terrorist financing, fraud, or any other crime, or non-compliance with any applicable laws and/or regulations;
- (f) due to a court order, law enforcement and/or other government or regulatory inquiry or order;
- (g) you are abusing the Services, including without limitation by opening multiple accounts;
- (h) force majeure events, including operational and technical errors;
- (i) your Account is associated with any suspended or terminated account for breach of the Terms of Use or suspended/terminated for any other reason; or
- (j) you fail internal or external compliance/KYC/AML checks

5.2 You may terminate this Agreement and close your Account at any time by contacting us at support@startup.inc. We will use commercially reasonable efforts to comply with such request within 10 calendar days after receipt by us of your email and other information we may require. you will remain responsible for any activity on your Account between your request to close the Account and the closing of your Account.

5.3 You acknowledge that the Company is not obligated to disclose the results of the Company's security and risk management procedures. In the event your Account is suspended or terminated by the Company, the Company may provide you with notice of such suspension or termination.

5.4 The right to terminate this Agreement under this Section 5 shall not prejudice any other right or remedy of either party in respect of any breach of the Terms of Use.

## **6 Your warranties and representations**

6.1 By entering into this Agreement you warrant and represent that:

- a) you have full capacity to contract under applicable law;
- b) you will only be transacting on the Service with legally obtained funds that belong to you;
- c) you will not be furthering, performing, undertaking, engaging in, aiding, or abetting any unlawful activity through your relationship with us or through your use of the Service;
- d) you will not use the Service for illegal purposes, including money laundering of criminal proceeds, transfer or receipt of payment for planning, preparation or commitment of crime, for financing the terrorism and illegal trade;

- e) you will not use the Service for any purpose prohibited by these Terms and Conditions this Agreement or in any manner that could damage, disable, overburden, or impair the Company;
- f) you will comply with and obey all applicable laws, including but not limited to securities and capital market legislation, anti-money laundering and counterfeiting terrorism, consumer protection laws, financial promotion.
- g) you will carefully review and assess the terms of any investment offered through the Service and that you will obtain professional advice in connection with making such investment to protect your interests.
- h) you acknowledge and agree that Company does not endorse or recommend any investments that may be made through the Service and any making any such investments is at your own risk.
- i) you acknowledge and agree that Company is not obligated and does not conduct any due diligence or make any verifications of any investments offered through the Service and that it is your own responsibility to conduct such due diligence and make such verifications.
- j) you acknowledge and agree that you have carefully read and reviewed the non-exhaustive summary of risks involved in making investments in early stage companies and in investment entities that invest in such companies, appended to the end of this Agreement.

## **7. Service Rules**

7.1 You agree not to engage in any of the following prohibited activities in connection with the Service: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated “scraping”; (ii) using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Service in a manner that sends more request messages to the servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser; (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure or that could disable, overburden, or impair the proper operation of the Service, such as a denial of service attack; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; (xii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein, or (xiii) decompiling, reverse engineering, or otherwise attempting to obtain the source code of the Service

7.2 You may not access or use the Service if you work with or for a competitor, except with 's prior written consent. In addition, you may not use or access the Service for purposes of monitoring the performance or functionality for a competitor or for any third party, or for any other benchmarking or competitive purposes and you may not share any benchmarking data regarding the Service usage with any third party without 's prior written consent.

7.3 You are solely responsible for your interactions with other users of the Service.

The Service may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by us. does not endorse or assume any

responsibility for any such third-party sites, information, materials, products, or services. If you access a third party website from the Service, you do so at your own risk, and you understand that this Agreement and our Privacy Policy do not apply to your use of such sites. you expressly relieve from any and all liability arising from your use of any third-party website, service, or content. Additionally, your dealings with or participation in promotions of advertisers found on the Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such third parties. you agree that Company shall not be responsible for any loss or damage of any sort relating to your dealings with such third parties.

## **8. No Warranties; Exclusion of Liability; Indemnification**

8.1 The Service is provided on “as is” basis. The Service and its components are under development; the Company cannot guarantee that all program functions will be available for any period in the future or that the functionality of the Service will not change dramatically. The Company and its affiliates make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the Service, including any warranty that the Service will be uninterrupted, error free or free of harmful components, secure or not otherwise lost or damaged. Except to the extent prohibited by law, the Company and its affiliates disclaim all warranties, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, and any warranties arising out of any course of dealings, usage or trade.

8.2 The Company shall not have any liability or responsibility for any errors or omissions in performance of the Service, for your action or inaction in connection with our Service or for any damage to your computer or data or funds or any other damage you may incur in connection with the Service. your use of the Service is at your own risk. you are solely responsible for determining whether any contemplated transaction is appropriate for you based on your personal goals, financial status and risk willingness.

8.3 you agree to defend, indemnify and hold the Company harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the Service.

8.4 The Company makes no representation that Service Services can be received are applicable or appropriate for use in all jurisdictions.

8.5 IN NO EVENT SHALL THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY THAT MAY RESULT FROM (I) ACCURACY, COMPLETENESS OR CONTENT OF THIS SERVICE, (II) ACCURACY, COMPLETENESS OR CONTENT OF ANY SERVICES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SERVICE, (III) THE SERVICES FOUND AT THIS SERVICE OR ANY SERVICES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SERVICE, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (V) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER, (VI) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN, (VII) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THIS SERVICE OR ANY SERVICES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SERVICE, (VIII) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THIS SERVICE OR ANY SERVICES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SERVICE, (IX) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THIS SERVICE OR THE SERVICES FOUND AT THIS SERVICE, WHETHER BASED ON WARRANTY,

CONTRACT, TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS SERVICE OR THE SERVICES FOUND AT THIS SERVICE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED. IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL THE COMPANY'S TOTAL AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE PARTICULAR SERVICES THAT ARE THE SUBJECT OF THE CAUSE OF ACTION. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS TERMS OR YOUR USE OF THE SERVICE.

THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY YOU BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED BY THIRD PARTIES OTHER THAN COMPANY AND RECEIVED THROUGH OR ADVERTISED ON ANY OF THE COMPANY SERVICES. YOU AGREE THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF COMPANY ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEB SITE, PROPERTY, PRODUCT, SERVICE, OR OTHER MATERIALS OWNED OR CONTROLLED BY THE COMPANY PARTIES, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY WEB SITE, PROPERTY, PRODUCT, SERVICE, OR OTHER MATERIALS OWNED OR CONTROLLED BY THE COMPANY PARTIES. SOME COUNTRIES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.

## **9 Assignment**

9.1 You may not transfer or assign this Agreement or any rights or obligations you have under this Agreement without our prior written consent. The Company reserves the right to freely assign or transfer this Agreement and the rights and obligations under this Agreement to any third party at any time without prior notice or consent. If you object to such transfer or assignment, you may stop using the Service and terminate this Agreement by contacting us.

## **10 Governing Law/Waiver**

10.1 This Agreement shall be governed by and construed in accordance with the laws of the State of California, USA, unless otherwise expressly provided. If any portion of this Agreement shall be deemed invalid, void or for any reason unenforceable, such portion shall be deemed severable and shall not affect the validity and enforceability of any remaining portion.

## **11 Binding Arbitration and Class Action Waiver**

11.1 You and Company agree to arbitrate all disputes between you and Company or its affiliates. "Dispute" includes any dispute, action or other controversy between you and us concerning the Service or this Agreement, whether in contract, tort, warranty, statute or regulation, or other legal or equitable basis. You and Company empower the arbitrator with the exclusive authority to resolve any dispute relating to the interpretation, applicability or enforceability of these terms or formation of this contract, including the

arbitrability of any dispute and any claim that all or any part of these terms are void or voidable. In the event of a dispute, you or Company must send to the other party a notice of dispute, which is a written statement that sets forth the name, address and contact information of the party giving the notice, the facts giving rise to the dispute and the relief requested. you must send any notice of dispute to Startup Technologies Inc., 919 North Market Street, Suite 950, Wilmington, DE 19801, Attention: Legal/Arbitration Notice. We will send any notice of dispute to you at the contact information we have for you. you and Company will attempt to resolve a dispute through informal negotiation within sixty (60) days from the date the notice of dispute is sent. After sixty (60) days, you or we may commence arbitration. you may also litigate a dispute in small claims court if the dispute meets the requirements to be heard in small claims court, whether or not you negotiated informally first.

11.2 If you and Company do not resolve a dispute by informal negotiation or in small claims court, the dispute shall be settled by binding arbitration before a neutral arbitrator whose decision will be final except for a limited right of appeal under the U.S. Federal Arbitration Act. Arbitration will be administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and its Supplementary Procedures for Consumer Related Disputes. For more information, visit [www.adr.org](http://www.adr.org) or, in the United States, call 800-778-7879. Arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator may award damages to you individually as a court could, including declaratory or injunctive relief, but only to the extent required to satisfy your individual claim.

11.3 If you are a resident of the United States, arbitration will take place at any reasonable location convenient for you. For residents outside the United States, arbitration shall be initiated in Los Angeles, United States of America, and you and Company agree to submit to the personal jurisdiction of the federal or state courts located there, in order to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

11.4 PROCEEDINGS TO RESOLVE OR LITIGATE A DISPUTE IN ANY FORUM WILL BE CONDUCTED ON AN INDIVIDUAL BASIS. Neither you nor Company will seek to have a dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding can be combined with another without the prior written consent of all parties to the arbitration or proceeding. If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration. Notwithstanding the foregoing, either you or Company may bring an individual action in small claims court.

11.5 IF YOU ARE A NEW USER OF COMPANY SERVICE, YOU CAN CHOOSE TO REJECT THE AGREEMENT TO ARBITRATE PROVISION ("OPT-OUT") BY EMAILING US AN OPT-OUT NOTICE TO [optout@startup.inc](mailto:optout@startup.inc) ("OPT-OUT NOTICE") OR REGULAR MAIL TO: 919 North Market Street, Suite 950, Wilmington, DE 19801 THE OPT-OUT NOTICE MUST BE RECEIVED NO LATER THAN THIRTY (30) DAYS AFTER THE DATE YOU ACCEPT THE TERMS OF THIS AGREEMENT FOR THE FIRST TIME. IF YOU ARE NOT A NEW USER OF SERVICE, YOU HAVE UNTIL THIRTY (30) DAYS AFTER THE POSTING OF THE NEW TERMS TO SUBMIT AN ARBITRATION OPT-OUT NOTICE. In order to opt-out, you must email your name, address (including street address, city, state, and zip code), email address associated with your Account(s) to which the opt-out applies, and an unaltered digital image of your valid driver's license or another government issued identification to: This procedure is the only way you can opt out of the agreement to arbitrate.

11.6 BY AGREEING TO THIS AGREEMENT, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE (i) TO A COURT TRIAL (OTHER THAN SMALL CLAIMS COURT AS PROVIDED ABOVE), (ii) TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING FILED AGAINST US AND/OR RELATED THIRD PARTIES, AND (iii) TO A TRIAL BY JURY EVEN IF ANY ARBITRATION IS NOT REQUIRED UNDER THIS AGREEMENT. REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SITE, SERVICES, OR THIS AGREEMENT

MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES OR IT WILL BE FOREVER BARRED.

11.7 Class Action/Jury Trial Waiver. WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE COMPANY SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

12. Entire Agreement

12.1 This Agreement, the Privacy Policy, together with any amendments and any additional agreements you may enter into with Company in connection with the Service, shall constitute the entire agreement between you and Company concerning the Service.

13. Assignment

13.1 This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Company without restriction or notice.

14. Special Provisions Applicable To Users Outside The United States.

14.1 The following provisions apply to users outside the United States: you consent to having your personal data transferred to and processed in the United States.

15. Notices

15.1 We may provide notices, whether such notices 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 website, as determined by us in our sole discretion. We reserve the right to determine the form and means of providing notifications to our users, provided that you may opt out of certain means of notification as described in this Agreement.

16. Contact Us

16.1 Should you wish to contact us with any questions with respect to the Service, you should email *support@startup.inc*



## Definitions

### "Accredited Investor"

- a) "Accredited Investor" is defined by the SEC in Rule 501 of Regulation D under the Securities Act of 1933 as follows:
1. a natural person with income exceeding \$200,000 in each of the two most recent years or joint income with a spouse exceeding \$300,000 for those years and a reasonable expectation of the same income level in the current year;
  2. a natural person who has individual net worth, or joint net worth with the person's spouse, that exceeds \$1 million at the time of the purchase, excluding the person's primary residence;
  3. a director, executive officer or general partner of the company selling the securities;
  4. a business in which all the equity owners are accredited investors;
  5. a charitable organization, corporation or partnership with assets exceeding \$5 million;
  6. a bank, insurance company, registered investment company, business development company or small business investment company;
  7. an employee benefit plan, within the meaning of the Employee Retirement Income Security Act, if a bank, insurance company or registered investment adviser makes the investment decisions, or if the plan has total assets in excess of \$5 million; or
  8. a trust with assets in excess of \$5 million, not formed to acquire the securities offered, whose purchases a sophisticated person makes.
- b) With respect to persons accessing the Service from outside of the United States, references to "Accredited Investor" status shall include all relevant investor sophistication standard(s) applicable to persons in each such jurisdiction seeking to make private venture investments of such nature as enabled by the Service. Specifically, references to "Accredited Investors" accessing this Service from the United Kingdom are those persons who have been certified as a High Net Worth Individual or Self Certified Sophisticated Investor in accordance with the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005.

## RISK FACTORS

Among the significant risk factors that you should consider carefully before investing in any investment entity offered through the Service (each such entity, a “Fund”) are the following:

### **Risks Relating to the Fund**

#### ***Investing in the Fund can potentially lead to the loss of your entire investment.***

Investing in the Fund is likely to lead to the loss of your entire investment. The Fund is a newly formed entity that will invest only in securities of privately held early stage companies (“Portfolio Company Securities” and “Portfolio Company”, respectively). The Portfolio Company Securities are illiquid assets and what information is available regarding their issuer is limited. As is true of any investment in illiquid assets where information regarding the issuer may not be reliable and is limited, there is a risk that an investment in the Fund will be lost entirely or in part.

The value of Portfolio Company Securities is based on their terms and the value of the applicable Portfolio Company. As discussed in significantly more detail in the “**Risks Relating to the Investment in the Portfolio Companies**” section, the Portfolio Companies are generally young private technology companies. There may be insufficient historical financial or operating performance information to predict whether a Portfolio Company may become significantly profitable and thus whether there will be any returns on the Portfolio Company Securities.

The Fund is not a diversified investment program and should represent only a small portion of your investment portfolio. you should not invest a substantial portion of their investment portfolio in the Fund.

#### ***Investments in the Fund will be illiquid with no public markets available.***

You will have limited ability to sell or otherwise transfer their Interests in the Fund. No market for the Interests exists or is expected to develop, and it may be difficult or impossible to transfer the Interests, even in an emergency. The Interests in the Fund have not been registered under the Securities and Exchange Act of 1933, as amended (the “Securities Act”) and state securities laws and therefore cannot be sold unless they are subsequently registered or qualified under the Securities Act or other applicable securities laws or an exemption from such registration or prospectus requirements is available. The Fund does not contemplate registering or qualifying the Interests under the Securities Act or under a prospectus filed under other applicable securities laws.

In addition, you may not have the right to withdraw or transfer any amount of your investment in the Fund without satisfying conditions provided in the agreement relating to the Fund. As a result, an investment in the Fund is not suitable for an investor who needs liquidity, and no investor should purchase Interests if such investor cannot afford to hold the Interests indefinitely.

#### ***The Fund’s focused investment strategy may expose the Fund to heightened risk.***

The Fund will invest in only the few companies in the target industry selected by the Fund Lead that meet a general venture capital investment strategy. The Fund Lead will be able to provide only limited access to investment opportunities for the Fund. There is no assurance that the Fund Lead will be able to identify attractive investment opportunities in private technology companies or be able to obtain favorable investment terms for the Fund.

The Fund will not receive the reduced risks of a large or broadly diversified portfolio. A specific investment focus is inherently more risky and could cause the Fund’s investments to be more susceptible to particular economic, political, regulatory, technological or industry conditions or occurrences compared with a fund, or a portfolio of funds, that is more diversified or has a broader industry focus. A downturn of the economy or in the business of any one Portfolio Company could impact the aggregate returns delivered to Limited you by the Fund.

The success of Portfolio Companies in the technology industry will also likely be dependent on the strength of the overall technology industry, which is characterized by rapidly changing technology, evolving industry standards, new service and product introductions and changing customer demands. The changes and developments taking place in this industry may also require Portfolio Companies to reevaluate their business models and adopt significant changes to their long-term strategies and business plan. The failure of Portfolio Companies to make such changes would materially adversely affect the business of such Portfolio Companies, and potentially have a negative impact on the returns of the Fund's investment in such Portfolio Companies.

***The Fund is a blind pool, and you will not have the opportunity to evaluate the Fund's investments before they are made.***

The Fund will not provide you with information to evaluate the Fund's investments prior to its acquisition of securities. Because of this, an investment in the Fund is speculative.

***The success of the Fund cannot be predicted based on the past performance of its investment team.***

The prior performance of the investment team is not necessarily indicative of the Fund's future results. Loss of principal is likely on any given investment.

***The Fund's investment team will receive carried interest compensation that may affect their investment decisions.***

The existence of the carried interest may create an incentive for the Fund's investment team to make more speculative investments on behalf of the Fund than they would otherwise make in the absence of such performance-based arrangement.

***The Fund may pay a Management Fee to the Fund's investment team and other fees and expenses.***

You will pay certain expenses and fees of the Fund. This will result in greater expense and lesser return on investment than if such fees were not charged. Furthermore, the Fund's investment team's receipt of management fees (such as the Management Fee from the Fund, if any) and other compensation arrangements may reduce their reliance on carried interest from this Fund for compensation. A reduced reliance on carried interest from the Fund for compensation may reduce the effort the Fund's investment team undertakes in selecting and negotiating investment opportunities for the Fund.

***The Fund could be affected by the loss of the Fund's investment team or any of its members.***

Investors in the Fund will be relying on the ***Fund's investment team*** to conduct the business of the Fund. The loss of one or more of the principals or members of the Fund's investment team could have a significant adverse impact on the business of the Fund and its financial performance. No assurances can be given that each of the principals or members of the Fund's investment team will continue to be affiliated with the Fund throughout its term.

### **Risks Relating to the Investment in the Portfolio Company Securities**

***There is significant risk inherent in venture capital investments.***

The Fund's only investment will be the Portfolio Company Securities, which are the securities of one or more emerging growth companies. The Fund's investment in the Portfolio Company Securities involves a high degree of risk. In general, financial and operating risks confronting both early- and developmental-stage companies as well as more mature expansion-stage companies are significant. Many emerging growth companies go out of businesses every year. It is difficult to know how companies will grow, if at all, or what changes may occur in the market. There can be no assurance that the Fund will be adequately compensated for risks taken. A loss of your entire investment in the Fund is likely and most investments will yield no significant profit.

Early-stage and development-stage companies often experience unexpected problems in such areas as product development, manufacturing, marketing, financing and general management, which, in some cases, cannot be adequately solved. In addition, such companies may require substantial amounts of financing, which may not be available through private placements or the public markets. In addition, the markets that such companies target are highly competitive and in many cases the competition consists of larger companies with access to greater resources. The percentage of companies that survive and prosper is small.

Investments in more mature companies in the expansion or established stage also involve substantial risks. Such companies typically have obtained capital in the form of debt and/or equity to expand rapidly, reorganize operations, acquire other businesses, or develop new products and markets. These activities by definition involve a significant amount of change in a company and could give rise to significant problems in sales, manufacturing, and general management of these activities.

***The success of an emerging growth company may depend upon new technological developments and market adoption.***

The value of your investment in the Fund may be susceptible to greater risk than an investment in a fund that invests in a broader range of securities. The specific risks faced by emerging growth companies such as the Portfolio Companies include, but are certainly not limited to:

- rapidly changing science, business models and technologies;
- new competing products or services and improvements in existing products or services which may quickly render existing products or technologies obsolete;
- exposure, in certain circumstances, to a high degree of government regulation, making these companies susceptible to changes in government policy and failures to secure, or unanticipated delays in securing, regulatory approvals;
- scarcity of management, technical, scientific, research and marketing personnel with appropriate training;
- the possibility of lawsuits related to patents and intellectual property; and
- rapidly changing investor sentiments and preferences with regard to technology sector investments.

Any of the foregoing could have a material adverse effect on the performance of the Fund.

***The investment in a Portfolio Company is a long-term investment.***

Because the Portfolio Companies will generally be emerging growth companies with a high degree of risk, it is anticipated that there will be a significant period of time from the date of initial investment to reach a state of maturity when realization of the investment, if any, can be achieved. Transaction structures do not provide liquidity for the Fund prior to that time. In light of the foregoing, it is likely that no significant return from the disposition of the Fund's investment will occur for a significant period of time after the closing, thus investors may be required to bear the financial risks of this investment for an indefinite period of time.

***Changing economic conditions could adversely affect the performance of the Fund.***

The success of the investment strategy of the Fund could be significantly impacted by changing external economic conditions in the United States and global economies. The stability and sustainability of growth in global economies may be impacted by terrorism or acts of war. The availability, unavailability, or hindered operation of external credit markets, equity markets and other economic systems on which the Fund may depend upon to achieve its objectives may have a significant negative impact on the Fund's operations and profitability. There can be no assurance that such markets and economic systems will be available or will

be available as anticipated or needed for the Fund to operate successfully. Changing economic conditions could potentially adversely impact the valuation of portfolio holdings.

***Any Portfolio Company Securities received by you will have limited liquidity.***

In the event that the Fund determines to make distributions of the Portfolio Company Securities before they are registered or qualified under U.S. or other securities laws, there may be no market through which the Portfolio Company Securities may be sold, and even if there were such a market, the transfer of the Portfolio Company Securities may be subject to significant legal and contractual restrictions. It is anticipated that all of the Fund's investments will consist of securities that are subject to restrictions on sale by the Fund because they were acquired from the Portfolio Company in "private placement" transactions or because the Fund will be deemed to be an affiliate of such Portfolio Company. Generally, the Fund will not be able to sell the Portfolio Company Securities publicly without the expense and time required to register the securities under the Securities Act or will be able to sell the securities only under Rule 144 of other rules under the Securities Act which permit limited sales under specified conditions. When restricted securities are sold to the public, the Fund may be deemed an "underwriter", or possibly a controlling person, with respect thereto for the purpose of the Securities act and be subject to liability as such under the Securities Act.

Moreover, the resale of any unregistered Portfolio Company Securities following a distribution may be subject to Rule 144 of the Securities Act and thus you intending to sell Portfolio Company Securities distributed to them by the Fund may be required to aggregate their sales of Portfolio Company Securities with sales made by the Fund and other you for some period of time following the distribution of such securities by the Fund.

***There is no assurance of an IPO or other liquidity event.***

No public market currently exists for the Portfolio Company Securities and no assurance can be given that an IPO or other liquidity event with respect to a Portfolio Company will occur in the near future or at all. Although an investment in the Interests may offer the opportunity for gains, such investment involves a high degree of business and financial risk that can result in substantial losses. The non-occurrence of an IPO or other liquidity event may significantly reduce the expected return on you' investments in the Fund.

***You are responsible for independently assessing the prospects of the Fund and any Portfolio Company***

In evaluating a potential investment in the Fund, you should not rely on any due diligence, analysis or review of any Portfolio Company that may be conducted by the Fund's investment team, or their affiliates, members, owners, employees, agents, representatives and advisors. The Fund's investment team may have access to limited information (financial, operating or otherwise) regarding the Portfolio Companies' performance, prospects for growth, success or a potential for liquidity events given that the Portfolio Companies are not publicly reporting companies. The Fund's investment team and their respective affiliates members, owners, employees, agents, representatives and advisors may also be unable to verify the accuracy or completeness of any data or information regarding the Portfolio Companies that is made available to them and none of them makes any representation or warranty that any such data or information is complete, correct, or accurate, regardless of whether such data or information is made available to Subscribers on the Platform or otherwise. A decision to invest in the Fund must be made based solely on the your own assessment of the prospects of the Fund and Portfolio Companies, based on the information made available by such Portfolio Companies, which may not include certain (or any) financial and operating data that in the context of other investment decisions might be a necessary part of an investor's appraisal of the investment's advisability.

***There is no guarantee of future access by you to information on the Portfolio Companies.***

The Portfolio Companies shall not be under any obligation to furnish information about themselves to individual you. Any right to information about a Portfolio Company possessed by the Fund in its capacity as an investor in the Portfolio Company shall not be passed on to any Partner, and you shall not have any right to request or acquire information from the Portfolio Company. Further, you shall have no right to compel the Fund to use its information rights for the purpose of requesting information from a Portfolio Company. Exercise and use of any information rights shall be at the sole discretion of the Fund. The failure

or refusal of a Portfolio Company to furnish information about the Portfolio Company to you may restrict or prevent the you' independent due diligence and assessment of the prospects of the Portfolio Company.

***The Fund will hold a minority investment in the Portfolio Companies and will be unable to exercise control over the Portfolio Companies.***

The Fund's investment in the Portfolio Company Securities will represent a minority stake in one or more private companies. The Fund's interest in the Portfolio Companies will have neither the control characteristics of majority stakes nor the valuation premiums accorded majority or controlling stakes. The Fund also may have no right to appoint a director of the Portfolio Companies or otherwise exert significant influence on its management.

Furthermore, as a minority investor, the Fund's rights are typically conditional on a majority of other investors not waiving such rights. It is common for co-investors to waive minority investors' rights, and these waivers often occur in circumstances where co-investors are participating in a subsequent financing round and thus have conflicting interests with the Fund.

The Fund's ability to realize appreciation from the Portfolio Company Securities will therefore be reliant on the existing management and board of directors of the applicable Portfolio Company, which may include representatives of other financial investors with whom the Fund is not affiliated and whose interests may conflict with the interests of the Fund. Thus, there is no guarantee that the existing management and board of directors of the applicable Portfolio Company will not operate such Portfolio Company to the detriment of the Fund, thereby reducing investment proceeds to you.

***The Fund may not have an accurate appraisal of the future valuation of the Portfolio Companies.***

The Fund has received limited disclosure from the Portfolio Companies and it has not received, nor does it have access to, any public or nonpublic, verifiable information that would allow it to justify the current or future valuation of the Portfolio Companies. There is no privately negotiated market for the Portfolio Company Securities. Accordingly, valuations may fluctuate considerably and the valuation of the investors' Interests may bear little or no relationship to future valuations of the Portfolio Company Securities in any market that may develop for such shares, whether private or public.

### **Legal and Regulatory Risks**

***The offering relies on exemptions from federal and state securities registration, which may not be available or may not continue to be available.***

This offering of Interests has not been registered under the Securities Act, in reliance, among other exemptions, on the exemptive provisions of Section 4(a)(2) of the Securities Act and Regulation D under the Securities Act. Nonetheless, no assurance can be given that this offering of Interests 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. If, and to the extent that, claims or suits for rescission are brought and successfully concluded for failure to register this offering of Interests or other offerings or for acts or omissions constituting offenses under the Securities Act, the Securities Exchange Act of 1934, as amended, or applicable state securities laws, the Fund could be materially and adversely affected, jeopardizing its ability to operate successfully or at all. Furthermore, the human and capital resources of the Fund, the General Partner and the Administrator could be adversely affected by the need to defend actions under these laws, even if the Fund is ultimately successful in its defense.

***The Fund and the Investment Adviser could be subject to burdensome registration requirements.***

The Fund is not and does not expect to be registered as an "investment company" under the U.S. Investment Company Act of 1940, as amended (the "***Investment Company Act***"), pursuant to an exclusion set forth in Sections 3(c)(1) or 3(c)(7) of the Investment Company Act. Because this offering of Interests has not been registered under the Securities Act and the Fund is not registered under the Investment Company

Act, the you are not afforded certain regulatory protection afforded to investors in offerings or entities that are registered under such laws.

There is no assurance that the Investment Company Act exclusion will continue to be available to the Fund. Neither the Fund nor its counsel can assure investors that, under certain conditions, changed circumstances, or changes in the law, the Fund may not become subject to the Investment Company Act or other onerous regulations. Due to the burdens of compliance with the Investment Company Act, the performance of the Fund could be materially adversely affected, and the risks involved in financing a Portfolio Company could substantially increase, if it becomes subject to registration under the Investment Company Act.

Pursuant to an exemption from registration under the Investment Advisers Act of 1940, as amended (the “*Advisers Act*”), the Investment Adviser is not currently registered under the Advisers Act. However, there is no assurance that this exclusion will continue to be available to the Investment Adviser. Neither the Fund nor its counsel can assure investors that, under certain conditions, changed circumstances, or changes in the law, the Investment Adviser may not be required to become registered under the Advisers Act as an investment adviser. In such event, the Investment Adviser could become subject to additional regulatory and compliance requirements associated with such legislation. Any such additional requirements may be costly and burdensome to the Investment Adviser and/or the Fund and could result in the imposition of restrictions and limitations on the operations of the Fund and/or the disclosure of information to United States regulatory authorities regarding the operations of the Fund.

Neither the Fund nor its counsel can assure investors that, under certain conditions, changed circumstances, or changes in the law, the Fund may not become subject to the Investment Company Act or other burdensome regulations.

***The Fund will be restricted in its activities in the EU by the AIFMD.***

The European Union (“*EU*”) Alternative Investment Fund Managers Directive (“*AIFMD*”) regulates the activities of private fund managers undertaking fund management activities or marketing fund interests to investors within the EU. If the Fund is marketed to EU-based investors: (i) the Fund will be subject to certain reporting, disclosure and other compliance obligations under AIFMD, which may result in the Fund incurring additional costs and expenses; and (ii) AIFMD will also restrict certain activities of the Fund in relation to EU Portfolio Companies including, in some circumstances, the Fund’s ability to recapitalize, refinance or potentially restructure an EU Portfolio Company within the first two years of ownership.