

## TERMS OF USE

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## General Disclosures

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## TERMS OF USE

These Terms of Use (“Terms”) govern the use of the website <http://www.svx.us.com/> (the “SVX.US Site”). The SVX.US Site provides information regarding potential investments and allows subscribers or users (“Site” “investor” “you” or “User”) to evaluate, and commit to participate in, certain investment activities. These Terms are a contract between you and SVX.US and its affiliated entities (“us,” “we” or “SVX.US”) with regard to your use of services available by means of this Site (“Services”). The contents of the Site include, without limitation, all information, data, products, materials, Services, software applications and tools, design elements, text, images, photographs, illustrations, audio and video contents, artwork, graphics contained therein or otherwise made available to you in connection therewith (collectively the “Contents”) and, unless the context clearly requires otherwise, or we explicitly say so in writing, the term “Site” includes all of the Contents. By registering on our Site you acknowledge receiving benefits by being able to access this Site, and you accept the legally binding Terms set forth below, as well as the terms of our Privacy Policy. We may also ask you to indicate your consent more formally by checking a box or otherwise taking an affirmative action. By using any Service, you acknowledge and accept our Privacy Policy and consent to the collection and use of your data in accordance with the Privacy Policy.

This is a legally binding contract between you and SVX.US. If you have any questions about its meaning you should consult with an attorney before using the Site.

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE YOU ACCESS OR USE THE SITE. BY ACCESSING OR REGISTERING AT THE SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS OR REGISTER FOR OUR SITE.

## ACCEPTANCE OF TERMS

SVX.US may, at its sole discretion, modify or replace these Terms of Use by posting the updated terms on the Site. Unless otherwise indicated by SVX.US, any changes will become effective on a prospective basis from the date of posting. It is your responsibility to check the Terms of Use periodically for changes. Your continued use of the Service following the posting of any changes to the Terms of Use constitutes acceptance of those changes. The Site will notify you by email

when there have been changes to the Terms of Use. SVX.US reserves the right to change, suspend, or discontinue the Service or any of its features at any time for any reason. We may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability.

## REGISTRATION

You may browse the Site without registering, but to review investment opportunities you must register. By registering, you represent and warrant to SVX.US that you will provide accurate, complete, and updated registration information, and you agree to immediately provide corrected information if any of the submitted information is no longer accurate, complete and current. You further represent and warrant that your use of the Site and the Services does not violate any applicable laws, rules or regulations.

You shall not use as a User ID any name or term that:

- (i) is the name of another person, with the intent to impersonate that person;
- (ii) is subject to any rights of another person, without appropriate authorization; or
- (iii) is offensive, vulgar, or obscene. SVX.US reserves the right in its sole discretion to refuse registration of or cancel a User ID.

You agree that your account will be self-directed, and that you are solely responsible for all purchases, orders, investment decisions and activity that occurs on your account and shall be responsible for maintaining the confidentiality of your password for the Site. We will treat anyone who uses your User ID and password as "you" for all purposes, and we will hold you responsible for the activities of the person using your password. You will never allow any other person to use your account, nor will you use the account of any other User. You will immediately notify SVX.US in writing of any unauthorized use of your account, or other known account related security breach.

## Accredited Investors

Some of the securities offered on this Site may only be purchased by Accredited Investors, as defined by Rule 501 of Regulation D under the Securities Act of 1933 ("Regulation D"). Investors are permitted to access certain offers for the sale of securities of private companies that have not been registered with the SEC. These securities are not freely traded (restricted), illiquid (no market for you to sell) and are categorized as high risk investments. There is no guarantee of any return on your investment and investors should not invest in any offering on the Site if you cannot afford the risk of losing your entire principal amount. Before you can view and invest in any of the companies listed on the Site, you represent and warrant that you come within at least one of the following categories:

- 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 value of your primary residence;

*Explanation: In calculating net worth, you include all your assets (other than your primary residence) whether liquid or illiquid, such as cash, stock, securities, personal property and real estate based on the fair market value of such property MINUS all debts and liabilities (other than a mortgage or other debt secured by your primary residence).*

- 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;
- a bank, insurance company, registered investment company, business development company, or small business investment company;
- 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;
- a charitable organization, corporation, or partnership with assets exceeding \$5 million;
- a director, executive officer, or general partner of the company selling the securities;
- a business in which all the equity owners are accredited investors; or
- a trust with assets in excess of \$5 million, not formed to acquire the securities offered, whose purchases a sophisticated person makes.

YOU MUST MEET ONE OF THE ABOVE CRITERIA BEFORE VIEWING ANY INVESTMENT OPPORTUNITIES LIMITED TO ACCREDITED INVESTORS. WE ARE ENTITLED TO RELY UPON YOUR REPRESENTATION. YOU WILL IMMEDIATELY NOTIFY US OF ANY MATERIAL ADVERSE CHANGE IN SUCH INFORMATION OR IF YOU DO NOT QUALIFY AS AN ACCREDITED INVESTOR FOR ANY REASON.

You acknowledge and agree that the foregoing provisions shall be automatically amended to match the definition of "accredited investor" pursuant to Regulation D if such definition is amended after the date hereof.

### **Non-accredited investors**

If you are not an Accredited Investor, you will only be permitted to logon to the Site and access certain investments (such as Regulation A+) and other content on the Site which is made publicly available. Certain offers are open only to Accredited Investors, and we must expressly exclude any purchases for securities by non-accredited investors in those cases.

### **Issuers**

Each issuer, or person who is offering securities on the site (an "Issuer") is solely responsible for the material such Issuer posts on this Site 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 Site and Investors are entitled to rely upon any

representations made by the Issuer. Each Issuer is solely responsible for ensuring that its securities offering, including use of the Site, is in compliance with all applicable statute, law, ordinance, regulation, rule, code, injunction, judgment, decree or order of any United States or foreign, federal, state, local, municipal or other governmental, regulatory or administrative authority, agency or commission or any judicial or arbitral body, or anybody duly authorized to exercise any administrative, judicial, executive, legislative, police, regulatory or taxing authority power or authority of any of the foregoing ("Applicable Law"). Each authorized representative of an Issuer accessing the Site hereby represents and warrants, on behalf of such Issuer, that its use of the Site is, and shall be always, in compliance with Applicable Law. Each issuer hereby agrees, by creating an issuer account and using the Site, that it shall become a member of the SVX.US general community, shall receive communications from SVX.US and grants to SVX.US a perpetual, irrevocable, non-exclusive license to all the data posted by such Issuer on the Site. Issuer shall take reasonable steps to ensure that each person investing in any of its securities offerings. Such reasonable steps shall include (but not necessarily be limited to) using SVX.US' accredited investor verification system.

Each Issuer hereby agrees to indemnify, defend and hold SVX.US 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 by such Issuer or its employees, agents, customers, or affiliates or arising from such Issuer's or its employees, agents, customers, or affiliates use of the Site.

## COMMUNICATIONS

You consent to receive from SVX.US all communications including notices, agreements, legally required disclosures, or other information in connection with the Services electronically. SVX.US may provide the electronic notices by posting them on the Site and/or emailing you that there has been an update.

You agree that SVX.US may send communications to you via your mailing address, email, telephone or facsimile number provided by you in your Registration Account. You agree to notify us of any changes in your address or contact details. SVX.US may also deliver information verbally. Communications shall be deemed delivered to you when sent and not when received. 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 SVX.US Services periodically for changes and modifications and agree not to contest the admissibility or enforceability of the Site's electronically stored copy of these Terms in any proceeding arising out of these Terms.

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. SVX.US shall have a reasonable period to effect such a change and SVX.US 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.

### **USE OF THE SITE & SERVICES**

You assume all risk when using the Site and the Services, and you acknowledge that SVX.US cannot guarantee and does not promise any specific results from your use of the Site and the Services.

### **SECURITIES OFFERINGS**

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The investment opportunities posted on this portal have not been reviewed or approved in any way by a securities regulatory authority or regulator. They are risky and may result in the loss of all or most of your investment. You may receive limited ongoing information about an issuer or an investment made through this portal.

### **LEGAL, ACCOUNTING OR TAX ADVICE**

SVX.US does not provide legal, accounting or tax advice. Any representation or implication to the contrary is expressly disclaimed. You should consult your own legal, accounting and tax professionals.

### **USER CONDUCT**

You agree not to introduce on any Service any malicious software, viruses, worms, Trojan horses, or other harmful code that are designed or intended to disrupt, damage, limit, or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password, or other information of SVX.US or any third party. Further, you agree not to circumvent any security-related feature of any Service, including those designed to limit copying or reproduction of the Content.

Additionally, you shall not:

- (i) take any action that imposes or may impose (as determined by SVX.US in its sole discretion) an unreasonable or disproportionately large burden or load on SVX.US's or its third-party providers' infrastructure;
- (ii) interfere or attempt to interfere with the proper working of any Service or any activities conducted on any Service;
- (iii) bypass any measures SVX.US may use to prevent or restrict access to any Service (or other accounts, computer systems, or networks connected to any Service);
- (iv) run Maillist, Listserv, or any form of auto-responder or "spam" on any Service;
- (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of any Service;
- (vi) interfere with any user's right to privacy, engage in conduct that poses or creates a privacy or security risk to any user, or post private information about a third party; or
- (vii) make any untrue statement of a material fact or omit to state a material fact in the connection with the promotion, purchase or sale of any security.

You shall not directly or indirectly:

- (i) decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of any Service, except to the limited extent applicable laws specifically prohibit such restriction;
- (ii) modify, translate, or otherwise create derivative works of any part of any Service; or
- (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national, and international laws and regulations.

Certain sections of our Sites allow users to submit or upload background on a company, questions, documents, or other content for viewing by other users (collectively "User Generated Content"). This may include company profile information or questions posed by prospective investors to active companies.

You are responsible for your use of the SVX.US Services, for any User Generated Content you provide, and for any consequences thereof, including the use of your User Generated Content by other Users and our third-party partners. You understand that your User Generated Content may be syndicated, relied on, distributed, or published by our partners and if you do not have the right to submit User Generated Content for such use, it may subject you to liability. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any User Generated Content that you submit.

## **DISPARAGEMENT**

You will not disparage SVX.US, the Site, or any other User.

## **CONTENT**

### **General**



Users shall not post, upload or transmit content that violates any privacy right, publicity right, patent, trademark, contract right, copyright, or other right of any party or other person.

### **Copyright Notifications**

SVX.US will remove infringing materials in accordance with the U.S. copyright laws if properly notified that Content infringes copyright. If you believe that your work has been copied in a way that constitutes copyright infringement, please notify SVX.US in writing.

### **Digital Millennium Copyright Notice**

We respect the intellectual property of others, and we ask you to do the same. If you or any user of our Site believes its copyright rights have been infringed on our Site, the copyright(s) owner ("Complaining Party") should send notification to Our Designated Agent (as identified below) immediately. To be effective, the notification must include:

- A physical or electronic signature of the Complaining Party or such person authorized to act on behalf of the Complaining Party;
- Identification of the copyrights(s) claimed to have been infringed;
- Information reasonably sufficient to permit us to contact the Complaining Party or such person authorized to act on behalf of the Complaining Party, such as address, telephone number and, if available, an electronic mail address at which the Complaining Party may be contacted;
- Identification of the material that is claimed to be infringing the Complaining Party's copyrights(s) that is to be removed and information reasonably sufficient to permit us to locate such materials;
- A statement that the Complaining Party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or by law; and
- A statement that the information in the notification is accurate and, under penalty of perjury, the Complaining Party or such person authorized to act on behalf of the Complaining Party is the owner of an exclusive copyrights that is allegedly infringed.

Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. § 512(c) ("DMCA"), SVX.US' Designated Agent for notice of claims of copyrights infringement can be contacted at the addresses below.

Designated Agent for Claimed Infringement:

Social Venture ConneXion LLC

Postal Address: 344 Thomas L Berkley Way, Oakland, CA 94612

E-mail address: [info@svx.us.com](mailto:info@svx.us.com)

You acknowledge, accept and agree that if we receive a notice of a claim of copyright infringement, we may immediately remove the identified materials from our Site without liability



to you or any other party and that the claims of the Complaining Party will be referred to the United States Copyright Office for adjudication as provided in the DMCA.

Please note that this procedure is exclusively for notifying SVX.US and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with our rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws. Allegations that other intellectual property right is being infringed should be sent to [info@svx.us.com](mailto:info@svx.us.com). SVX.US may, in its sole discretion, terminate the accounts of those who are accused of copyright infringement or other intellectual property rights.

### **User Generated Content and Limitations**

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We may disclose and/or remove User Generated Content. We reserve the right at all times to disclose any User Generated Content or information as is necessary to satisfy any law, regulation or governmental request. We also reserve the right, but do not assume the obligation, to remove any User Generated Content, in whole or in part, without notice and for any reason, including, without limitation, User Generated Content that is objectionable or in breach of these Terms and Conditions, in our sole discretion. In addition, we reserve the right, but do not assume the

obligation, to terminate your access to and use of the Site, or to censor, edit or block your transmissions thereto, in our sole discretion.

### **THIRD PARTY SITES**

The Service may permit you to link to other websites or resources on the Internet, and other websites or resources may contain links to the Site. When you access third party websites, you do so at your own risk. Those other websites are not under SVX.US's control, and you acknowledge that SVX.US is not liable for the content, functions, accuracy, legality, appropriateness, or any other aspect of those other websites or resources. The inclusion on another website of any link to the Site does not imply endorsement by or affiliation with SVX.US. You further acknowledge and agree that SVX.US shall not be liable for any damage related to the use of any content, goods, or services available through any third-party website or resource.

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The Site and the Services, and all the content, information, coaching, advice, feedback and materials posted on or provided by or through the Site or the Services are provided on an "as is" and "as available" basis, without warranty of any kind, express or implied, including without limitation, any warranty of accuracy or fitness for a particular purpose. By using the Site and/or the Services, you agree to use your own judgment, caution and common sense in managing all content, information, coaching, advice, feedback and materials offered and you agree that any use you make of such content, information, coaching, advice, feedback or materials is at your own risk. You acknowledge that SVX.US does not evaluate or guarantee and shall not be responsible for the, information, coaching, advice and/or feedback Services given through the Site or the Services. SVX.US is not responsible for any damages or losses resulting from your reliance on any of the foregoing content, information, coaching, advice, feedback or materials.

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SVX.US assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any of your communications on or through the Site. SVX.US is not responsible for any malfunction or other problem with any telephone network, telephone lines, computer online systems, servers, internet service providers, computer equipment, software, or failure of any email or players, including, without limitation, any personal injury or property

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- (i) errors, mistakes, or inaccuracies of content displayed on the Site or through the Site or the Services,
- (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and/or use of (or your inability to access and use) the Site or the Services, including, without limitation, any damage caused to your computer or software or information stored thereon,
- (iii) any conduct or content of any third party obtained on or through the Site or the Services, including without limitation, any defamatory, offensive or illegal conduct of other users or third parties
- (iv) any unauthorized access to or use of SVX.US servers and/or any and all personal and/or other information stored therein,
- (v) any interruption or cessation of transmission to or from the Site or through the Site or any of the Services,
- (vi) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through the Site or the Services by any third party,
- (vii) unauthorized access, use or alteration of your transmissions or content,
- (viii) emails or other transmissions or communications made to you through the Site or the Services and/or
- (ix) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content or services posted, emailed, transmitted, or otherwise made available via the Site or the Services,

in each case, whether based on warranty, contract, tort (including negligence), or any other legal theory, and whether or not SVX.US is advised of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose. Any limitation of liability in these Terms or any other user agreement shall apply to the fullest extent permitted by law in the applicable jurisdiction, but no limitation of liability in any user agreement is intended to limit the rights of any person under federal and state securities law.

### INTELLECTUAL PROPERTY

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## TERMINATION

You may terminate your account at any time by contacting SVX.US at [info@svx.us.com](mailto:info@svx.us.com). If you terminate your account, you remain obligated to pay all outstanding fees, if any, incurred prior to termination relating to your use of the Services. If you violate any provision of these Terms, your permission from SVX.US to use the Services will terminate automatically. In addition, SVX.US may in its sole discretion terminate your user account for the Site or Services or suspend or terminate your access to the Site or Services at any time for any reason or no reason, with or without notice. SVX.US also reserves the right to modify or discontinue the Services at any time (including by limiting or discontinuing certain features of the Services), temporarily or permanently, without notice to you. We will have no liability whatsoever on account of any change to the Service or any suspension or termination of your access to or use of the Service.

## JURISDICTION

These Terms shall be subject to, governed by and construed under the laws of the state of Delaware. You hereby consent and waive all objection to the exclusive jurisdiction of the federal and state courts located in Oakland, CA, and venue therein to resolve any controversy or claim of whatever nature arising out of or relating to use of the Sites and Services. However, we retain the right to bring legal proceedings in any jurisdiction where we believe that infringement of this agreement is taking place or originating.

We make no representation that this Site is operated in accordance with the laws or regulations of, or governed by, nations other than those of the United States. If you are located outside of the United States, you use this Site at your own risk and initiative and you, not us, are responsible for compliance with any applicable local and national laws.

### **MISCELLANEOUS**

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced, provided each party can obtain substantially all benefits contemplated initially. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our rights with respect to subsequent breaches.

### **SURVIVAL OF TERMS**

This Agreement shall continue to apply even if you are no longer a User.

### **CONTACT INFORMATION**

If you have any questions about the Terms, this Site, or the Service, please contact us at [info@svx.us.com](mailto:info@svx.us.com).