# **Terms of Service**

Effective Date: August, 2018

These Terms of Service (this "Agreement") is a binding contract between you, an individual user ("you"), and the applicable entity set forth in Section 16 ("Paperstreet," "we," "us" or "our"), and governs your use of any website that links to these terms, including <u>https://paperstreet.vc/</u> (and all related subdomains) ("Site").

# BY CLICKING TO "ACCEPT" OR "AGREE" TO THIS AGREEMENT WHEN SUCH OPTION IS MADE AVAILABLE TO YOU, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, THEN YOU MUST NOT ACCESS OR USE THE SITE.

If you are accessing the Site on behalf of a business or corporate entity ("Organization"), then you hereby represent and warrant that you have the authority to bind that Organization and your acceptance of this Agreement will be treated as acceptance by the Organization. In that event, "User" (defined in Section 1.a) and "you" in this Agreement will refer to the Organization.

<u>Material Terms</u>: As provided in greater detail in this Agreement (and without limiting the express language of this Agreement), you acknowledge the following:

- You consent to the collection, use and disclosure of information in accordance with the Paperstreet Privacy Policy ("Privacy Policy");
- THE SITE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, PAPERSTREET'S LIABILITY TO YOU IN CONNECTION WITH THE SITE IS LIMITED, AND YOU BEAR ALL RISKS ASSOCIATED WITH ANY INVESTMENTS THAT YOU MAKE ON THE SITE;
- We will resolve disputes arising under this Agreement through binding arbitration. BY ACCEPTING THIS AGREEMENT, AS PROVIDED IN GREATER DETAIL IN SECTION 9 OF THIS AGREEMENT, YOU AND PAPERSTREET ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

# 1. General Terms and Conditions.

a. Description. The Site: (i) provides Users with general information about our products and services; (ii) presents select investment opportunities selected by

Paperstreet LLC (the "Company") to individuals acting on their own behalf or as the representative of an Organization (each such individual or Organization, an "Investor"), who have registered Accounts (defined in Section 2.a) for the Platform (defined in Section 2.a); and (iii) enables Investors to invest in such investment opportunities in the form of tokens or token-based securities ("Tokens"). Token issuers are referred to herein as "Sponsors." As used in this Agreement, "User" means all users of the Site, and the "Paperstreet Parties" means Paperstreet and all of its affiliated entities.

- b. Disclaimers and Other Terms. TO THE FULLEST EXTENT PERMITTED BY LAW, AND WITHOUT LIMITING ANY OTHER TERMS IN THIS AGREEMENT, THE FOLLOWING TERMS APPLY:
  - 1. Limitations on Liability. NONE OF THE PAPERSTREET PARTIES WILL HAVE ANY LIABILITY TO YOU IN CONNECTION WITH: (1) ANY OUTAGE OR UNAVAILABILITY OF THE SITE OR ANY PROBLEMS YOU MAY HAVE WITH FUNDING INVESTMENTS THAT YOU MAKE ON THE SITE; (2) ANY SECURITY BREACH AFFECTING ANY FEATURE, CONTENT OR SERVICES AVAILABLE ON THE SITE; AND/OR (3) THE PERFORMANCE OF ANY INVESTMENT THAT YOU MAKE ON THE SITE. YOU BEAR ALL RISKS OF USING THE SITE, AND YOU SHOULD ONLY INVEST AMOUNTS YOU ARE WILLING AND ABLE TO LOSE.
  - 2. No Guarantee. NONE OF THE PAPERSTREET PARTIES MAKES ANY REPRESENTATIONS REGARDING THE LIKELIHOOD OR PROBABILITY THAT ANY INVESTMENT MADE ON THE SITE WILL ACHIEVE A PARTICULAR INVESTMENT OUTCOME OR GOAL. PAST PERFORMANCE IS NOT A GUARANTEE OF FUTURE SUCCESS, AND VOLATILITY MEANS THAT RETURNS IN ANY PERIOD MAY BE FAR ABOVE OR BELOW THOSE OF PREVIOUS PERIODS. YOU MAY LOSE ALL OR PART OF ANY INVESTMENT YOU MAKE ON THE SITE. YOU FURTHER ACKNOWLEDGE AND AGREE THAT NONE OF THE PAPERSTREET PARTIES MAKES ANY GUARANTEES OR OTHER COMMITMENTS ABOUT YOUR ABILITY TO ACCESS OR USE THE SITE.
  - 3. Information Submitted to Us; Identity Checks.
    - 1. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THE ACCURACY AND COMPLETENESS OF ALL INFORMATION AND MATERIALS THAT YOU PROVIDE TO US IN CONNECTION WITH YOUR USE OF THE SITE, INCLUDING, WITHOUT LIMITATION, ALL INFORMATION AND MATERIAL THAT YOU PROVIDE TO US IN CONNECTION WITH US CHECKING YOUR BACKGROUND AS FURTHER DESCRIBED UNDER 1.b.iii.2

BELOW. YOU HEREBY REPRESENT AND WARRANT THAT: (A) ALL SUCH INFORMATION AND MATERIALS ARE TRUE, ACCURATE AND COMPLETE IN ALL RESPECTS, COMPLY WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS AND DO NOT VIOLATE OR INFRINGE ANY THIRD PARTY RIGHTS; AND (B) YOU WILL IMMEDIATELY NOTIFY US ABOUT, AND CORRECT, ANY INACCURACY IN ANY SUCH MATERIALS OR INFORMATION.

- 2. YOU ACKNOWLEDGE THAT WE WILL CHECK YOUR BACKGROUND AND IDENTITY AS REQUIRED BY APPLICABLE LAWS IN CONNECTION WITH CERTAIN USES OF THE SITE. YOU HEREBY AUTHORIZE US TO, DIRECTLY OR THROUGH THIRD PARTIES, MAKE ANY INQUIRIES AND CONDUCT ANY INVESTIGATION WE CONSIDER NECESSARY OR HELPFUL TO VERIFY YOUR IDENTITY AND TO TAKE ANY ACTIONS WE DEEM NECESSARY OR HELPFUL BASED ON THE RESULTS OF SUCH INQUIRIES AND INVESTIGATIONS. YOU FURTHER AUTHORIZE ANY AND ALL THIRD PARTIES TO WHICH ANY SUCH INQUIRIES OR INVESTIGATIONS MAY BE DIRECTED TO FULLY RESPOND TO SUCH INQUIRIES OR INVESTIGATIONS. YOU ACKNOWLEDGE AND AGREE THAT WE MAY, IN OUR SOLE DISCRETION, DENY YOU THE RIGHT TO USE THE SITE. NONE OF THE PAPERSTREET PARTIES WILL HAVE ANY LIABILITY TO YOU FOR ANY LIABILITY OR OTHER LOSSES ARISING FROM ANY INQUIRIES OR INVESTIGATIONS ARISING UNDER THIS SECTION 1.b.iii.
- 4. Wallets. YOU ACKNOWLEDGE AND AGREE THAT: (1) WE HAVE NO CONTROL OVER ANY WALLET THAT YOU MAY USE IN CONNECTION WITH YOUR USE OF THE SITE ("WALLET"); (2) ALL WALLETS ARE PROVIDED BY THIRD PARTIES THAT WE HAVE NO RIGHT OR ABILITY TO CONTROL; AND (3) ANY DISPUTE BETWEEN YOU AND ANY THIRD PARTY WALLET PROVIDER IS BETWEEN YOU AND THAT THIRD PARTY WALLET PROVIDER.
- 5. Investors. THE ONLY PEOPLE WHO ARE AUTHORIZED TO INVEST USING THE SITE ARE SOPHISTICATED INVESTORS WITH PERSONAL OR PROFESSIONAL EXPERIENCE ASSESSING THE LONG TERM BUSINESS PROSPECTS OF INVESTMENTS THAT MAY CONTAIN A HIGH DEGREE OF RISK. INVESTORS MUST UNDERSTAND THAT INVESTMENTS AVAILABLE ON THE SITE ARE SUBJECT TO A HIGH LIKELIHOOD OF LOSS AND LONG PERIOD OF

ILLIQUIDITY. IN ADDITION, IF YOU ARE USING THE SITE AS AN INVESTOR IN THE UNITED STATES, YOU MUST QUALIFY AS AN "ACCREDITED INVESTOR" AS DEFINED IN RULE 501 OF REGULATION D UNDER THE SECURITIES ACT OF 1933, AND BE SOPHISTICATED ENOUGH TO PROTECT YOUR OWN INTERESTS. WE MAY ASK YOU FOR INFORMATION NEEDED TO REASONABLY VERIFY YOUR STATUS AS AN ACCREDITED INVESTOR, OR TO CONFIRM OTHER INFORMATION ABOUT YOUR STATUS PRIOR TO ALLOWING YOU TO INVEST THROUGH THE SITE OR ANYTIME THEREAFTER.

- c. Additional Terms. We may require you to agree to additional terms and/or policies from time-to-time in connection with your use of the Site ("Additional Terms"). Such Additional Terms may include terms that govern your rights in connection with any investments you make in Sponsors, including, without limitation, the terms of the Master Subscription Agreement ("Master Subscription Agreement Terms"), as those Master Subscription Agreement Terms are not subject to this Agreement. Except as expressly stated otherwise in Additional Terms, any Additional Terms are hereby incorporated into and subject to this Agreement will control in the event of any conflict or inconsistency with the Additional Terms to the extent of the conflict or inconsistency between this Agreement and any Master Subscription Agreement Terms, then the Master Subscription Agreement Terms will control to the extent of the conflict or inconsistency between this Agreement and any Master Subscription Agreement Terms, then the Master Subscription Agreement Terms will control to the extent of the conflict or inconsistency between this Agreement and any Master Subscription Agreement Terms, then the Conflict or inconsistency.
- d. Changes to this Agreement. You understand and agree that Paperstreet may change this Agreement at any time by providing notice to the contact information provided in your Account. You may read a current, effective copy of this Agreement at any time by selecting the appropriate link on the Site. The revised Agreement will become effective at the time of posting, and your use of the Site after such time will constitute your acceptance of the revised Agreement. If any change to this Agreement is not acceptable to you, then your sole remedy is to stop using the Site. Notwithstanding the preceding sentences of this Section 1.d, no revisions to this Agreement will apply to any dispute between you and Paperstreet that arose prior to the effective date of those revisions.
- e. Consideration. Paperstreet currently provides you with access to the Site for free. In return for enjoying this free access, you acknowledge and agree that we may generate revenues, increase goodwill or otherwise increase the value of Paperstreet from your use of the Site, and you will have no right to share in any such revenues, goodwill or value whatsoever. However, we may charge you fees

for certain uses of the Site. If we do, then we will notify you of those fees before you have an obligation to pay them.

- f. Privacy Policy. Use of the Site is also subject to Paperstreet's Privacy Policy, which is incorporated into this Agreement by reference.
- g. Jurisdictional Issues. Paperstreet makes no representation that materials on the Site are appropriate, lawful or available for use in any location. Those who choose to access or use the Site do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.
- h. Eligibility. THE SITE IS NOT FOR PERSONS UNDER THE AGE OF 13 OR FOR ANY USERS PREVIOUSLY SUSPENDED OR BLOCKED FROM THE SITE BY PAPERSTREET. IF YOU ARE UNDER 13 YEARS OF AGE, THEN YOU MUST NOT USE OR ACCESS THE SITE AT ANY TIME OR IN ANY MANNER. Furthermore, by using the Site, you affirm that you are at least 18 years of age and otherwise have the legal capacity to contract.
- i. Mobile Services. The Site will be accessible via a mobile phone, tablet or other wireless device (collectively, "Mobile Services"). Your mobile carrier's normal messaging, data and other rates and fees will apply to your use of the Mobile Services. In addition, downloading, installing or using certain Mobile Services may be prohibited or restricted by your mobile carrier, and not all Mobile Services may work with all carriers or devices. Therefore, you are solely responsible for checking with your mobile carrier to determine if the Mobile Services are available for your mobile device(s), what restrictions, if any, may be applicable to your use of the Mobile Services, and how much they will cost you. Nevertheless, all use of the Site and the related Mobile Services must be in accordance with this Agreement.

#### 2. Registration; Accounts.

- a. Log-In Credentials. While you may always browse public-facing portions of the Site without registering with us, in order to access the password-protected portion of the Site (the "Platform"), you must register an account with us (an "Account").
- b. Account Security. You are responsible for the security of your Account, and are fully responsible for all activities that occur through the use of your credentials. You agree to notify us immediately at contact@paperstreet.vc if you suspect or know of any unauthorized use of your log-in credentials or any other breach of security with respect to your Account. We will not be liable for any loss or damage arising from unauthorized use of your credentials. Separate log-in credentials may be required to access External Sites (defined in Section 7 below).
- c. Accuracy of Information. When creating an Account, you will provide true, accurate, current and complete information as we request. You will update the

information about yourself promptly, and as necessary, to keep it current and accurate. We reserve the right to disallow, cancel, remove or reassign certain usernames and permalinks in appropriate circumstances, as determined by us in our sole discretion, and may, with or without prior notice, suspend or terminate your Account if activities occur on your Account which, in our sole discretion, would or might constitute a violation of this Agreement, cause damage to or impair the Site, infringe or violate any third party rights, damage or bring into disrepute the reputation of Paperstreet, or violate any applicable laws or regulations. If messages sent to the e-mail address you provide are returned as undeliverable, then we may terminate your Account immediately without notice to you and without any liability to you or any third party.

### 3. Intellectual Property Rights.

- a. License. Subject to your complete and ongoing compliance with this Agreement, Paperstreet hereby grants you a revocable, non-exclusive, non-transferable, nonsublicensable, royalty-free and worldwide right and license to access and use the Site solely in strict compliance with the provisions of this Agreement and as permitted by the functionalities of the Site available to you.
- b. Content. The content that Paperstreet provides to you on the Site, including, without limitation, any text, graphics, software, interactive features, information or other materials, is protected by copyright or other intellectual property rights and owned by Paperstreet or its licensors (collectively, the "Paperstreet Content"). Moreover, Paperstreet or its licensors own all design rights, database and compilation rights and other intellectual property rights in and to the Site, in each case whether registered or unregistered, and any related goodwill.
- c. Marks. The Paperstreet trademarks, service marks and logos (collectively, the "Paperstreet Trademarks") used and displayed on the Site are Paperstreet's registered and/or unregistered trademarks or service marks. Any other product and service names located on any part of the Site may be trademarks or service marks owned by third parties (collectively with the Paperstreet Trademarks, the "Trademarks"). Except as otherwise permitted by law, you may not use the Trademarks without Paperstreet's prior express written consent. All goodwill generated from the use of any Paperstreet Trademark will inure solely to Paperstreet's benefit.
- d. Restrictions. Paperstreet hereby reserves all rights not expressly granted to you in this Section 3. Accordingly, nothing in this Agreement or on the Site will be construed as granting to you, by implication, estoppel or otherwise, any additional license rights in and to the Site or any Paperstreet Content or Trademarks located or displayed on or within the Site.

#### 4. Content.

- a. General. Certain features on the Site may allow you to submit or upload (collectively, "Submit") content to the Site, such as User profile content or other materials subject to intellectual property or similar laws ("User Content"). For all User Content that you Submit to the Site, you hereby grant us (and those we work with) a worldwide license to use, exploit, host, store, transmit, reproduce, modify, create derivative works of (such as those resulting from changes we make so that your User Content works better with our Site), publish, publicly perform and display and distribute such content; provided that we will not share with other Users any User Content that you Submit to the Site that is not viewable by other Users based on any privacy settings available on the Site. The rights you grant in this Section are for the purpose of operating, promoting, and improving our Site and business and this license continues even if you stop using our Site.
- b. You Must Have Rights to the Content You Submit. You represent and warrant that: (i) you own the User Content Submitted by you or otherwise have the right to grant the license set forth in this Agreement; (ii) the Submission of your User Content and the use of the same as contemplated in this Agreement does not and will not violate any right of any third party; (iii) the Submission of your User Content will not require us to pay any amounts or provide any attribution to any third parties; and (iv) the Submission of your User Content does not result in a breach of contract between you and a third party.
- c. Disclaimer. We are under no obligation to edit or control User Content that you Submit, and will not be in any way responsible or liable for User Content. Paperstreet may, however, at any time and without prior notice, screen, remove, edit or block any User Content that in our sole judgment violates this Agreement or is otherwise objectionable, such as, without limitation, User Content that Paperstreet determines is or could be interpreted to be abusive, bigoted, defamatory, harassing, harmful, infringing, obscene, offensive, pornographic, racist, threatening, unlawful, vulgar or otherwise inappropriate (collectively, "Objectionable Content"). Further, we may, in our sole discretion, take any action we deem necessary and/or appropriate against any User who Submits Objectionable Content, including, but not limited to, warning the User or suspending or terminating the User's Account.

#### 5. Notice and Procedure for Making Claims of Intellectual Property Infringements.

 Respect of Third Party Rights. We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. §512, as amended). If you have an intellectual property rights-related complaint about material appearing on the Site, then you may contact our Designated Agent at the following address:

Paperstreet

ATTN: Legal Department (Copyright Notification) 6780 E Centenary Lane, Mooresville, IN 46158 7047735689

Email: notice@paperstreet.vc

- b. Any notice alleging that materials hosted by or distributed through the Site infringe intellectual property rights ("Notification of Claimed Infringement") must include the following information:
  - 1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
  - 2. a description of the copyrighted work or other intellectual property that you claim has been infringed;
  - 3. a description of the material that you claim is infringing and where it is located on the Site;
  - 4. your address, telephone number and email address;
  - 5. a statement by you that you have a good faith belief that the use of the materials on the Site of which you are complaining is not authorized by the copyright owner, its agent or the law; and
  - 6. a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.
- c. Repeat Infringer Policy. Paperstreet's intellectual property policy is to: (i) remove or disable access to material that Paperstreet believes in good faith, upon notice from an intellectual property owner or his or her agent, is infringing the intellectual property of a third party by being made available through the Site; (ii) remove any User Content Submitted by Users who are determined to be "repeat infringers"; and (iii) promptly terminate the Accounts of repeat infringers. Paperstreet currently considers a "repeat infringer" to be any User that has Submitted User Content and for whom Paperstreet has received more than two takedown notices compliant with the provisions of 17 U.S.C. § 512 with respect to such User Content. Paperstreet has discretion, however, to terminate the Account of any User after receipt of a single Notification of Claimed Infringement (as defined in Section 5.a) or upon Paperstreet's own determination.

# 6. Restrictions on Use of the Site.

- a. Without limiting any other terms of this Agreement, you agree not to (and not to attempt to):
  - 1. decipher, decompile, disassemble or reverse engineer any of the software or source code comprising or making up the Site;
  - 2. use any device, software or routine to interfere or attempt to interfere with the proper working of the Site, or any activity conducted thereon;

- 3. delete or alter any material Paperstreet makes available on the Site;
- 4. frame or link to any of the materials or information available on the Site;
- 5. use or exploit any Trademarks or Paperstreet Content in any manner that is not expressly authorized by this Agreement;
- access, tamper with or use non-public areas of the Site, Paperstreet's (and its hosting company's) computer systems and infrastructure or the technical delivery systems of Paperstreet's providers;
- 7. provide any false information to Paperstreet;
- 8. create a false identity or impersonate another person or entity in any way;
- 9. restrict, discourage or inhibit any person from using the Site;
- 10. use the Site, without Paperstreet's prior express written consent, for any unauthorized purpose;
- 11.gain unauthorized access to the Site, other Users' Accounts or to other computers or websites connected or linked to the Site;
- 12. collect or harvest any personally identifiable information from the Site;
- 13. transmit to the Site any virus, worm, spyware or any other computer code, file or program that may or is intended to disable, overburden, impair, damage or hijack the operation of any hardware, software or telecommunications equipment, or any other aspect of the Site or communications equipment and computers connected thereto;
- 14. violate any federal, state or local laws or regulations or the terms of this Agreement; or
- 15. assist or permit any person in engaging in any of the activities described above.

**7. External Sites.** The Site may contain links to other websites or other online properties that are not owned or controlled by Paperstreet (collectively, "External Sites"). Paperstreet does not make any representations regarding the content or accuracy of any materials on External Sites. You should contact the site administrator or Webmaster for External Sites if you have any concerns regarding content located on those External Sites. You should take precautions when downloading files from all websites to protect your devices from viruses and other destructive programs. If you decide to access any External Sites, then you do so at your own risk. Further, you will be solely responsible for compliance with any terms of service or similar terms imposed by any External Site in connection with your use of External Sites.

**8. Feedback.** If you choose to provide us with input or suggestions regarding problems with or proposed modifications or improvements to the Site ("Feedback"), then you hereby grant to us a non-exclusive, perpetual, irrevocable, transferable, sublicensable (through multiple tiers), worldwide and royalty-free right to use and exploit the Feedback

in any manner and for any purpose without any restriction, credit, attribution or fees due to you.

9. Dispute Resolution. With the exception only of disputes related to the enforcement or validity of Paperstreet's Proprietary Rights, all disputes, controversies or claims arising out of or relating to this Agreement, any Investment, or any related products, services or transactions, will be resolved through confidential binding arbitration held in New York in accordance with the Streamlined Arbitration Rules and Procedures ("Rules") of the Judicial Arbitration and Mediation Services ("JAMS"), which are available on the JAMS website and hereby incorporated by reference. Company acknowledges and agrees that Company has read and understand the rules of JAMS or waived its opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason. Company and Paperstreet agree that any dispute arising out of or related to this Agreement, any Investment, or any related products, services or transactions is personal to Company and Paperstreet and that any dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. Company and Paperstreet agree that this Agreement affects interstate commerce and that the enforceability of this Section 12.3 will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the "FAA"), to the maximum extent permitted by applicable law. As limited by the FAA, this Agreement and the JAMS Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by this Agreement. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual. Company and Paperstreet agree that for any arbitration, the party filing the claim will pay the filing fee and the parties will split the remaining JAMS fees and costs. Judgment upon any arbitration award may be entered and enforced in any court of competent jurisdiction. Otherwise, Company and Paperstreet agree that the state or federal courts in [Delaware] have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. WITH RESPECT TO DISPUTES SUBJECT TO ARBITRATION PURSUANT TO THIS SECTION 9, BOTH COMPANY AND PAPERSTREET ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) THOSE DISPUTES IN COURT BEFORE A JUDGE OR JURY.

**10. Limitation of Liability and Disclaimer of Warranties.** THE TERMS OF THIS SECTION 10 APPLY TO THE FULLEST EXTENT PERMITTED BY LAW:

- a. NONE OF THE PAPERSTREET PARTIES MAKES ANY WARRANTIES OR REPRESENTATIONS ABOUT THE SITE OR ANY CONTENT THEREON. ACCORDINGLY, THE SITE AND ALL CONTENT THEREON ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND THE PAPERSTREET PARTIES HEREBY DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND FITNESS FOR A PARTICULAR PURPOSE.
- b. WITHOUT LIMITING SECTION 10.a, THE PAPERSTREET PARTIES DO NOT WARRANT THAT THE SITE AND ANY CONTENT THEREON ARE FREE OF ERRORS, COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. IF YOUR USE OF THE SITE OR ANY CONTENT THEREON RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, THEN NO PAPERSTREET PARTY WILL BE RESPONSIBLE FOR THOSE COSTS.
- c. IN NO EVENT WILL ANY PAPERSTREET PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM, OR IN CONNECTION WITH, THE SITE AND ANY CONTENT THEREON, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF THE PAPERSTREET PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PAPERSTREET'S LIABILITY, AND THE LIABILITY OF ANY OF THE OTHER PAPERSTREET PARTIES, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE ARISING FROM THIS AGREEMENT IS LIMITED TO U.S. \$100.
- d. THERE MAY BE INADVERTENT TECHNICAL OR FACTUAL INACCURACIES AND TYPOGRAPHICAL ERRORS IN INFORMATION OR MATERIALS ON THE SITE, AND NONE OF THE PAPERSTREET PARTIES MAKES ANY WARRANTIES REGARDING THE ACCURACY, COMPLETENESS OR TIMELINESS OF SUCH INFORMATION OR MATERIALS. NONE OF THE PAPERSTREET PARTIES PROVIDES ANY GUARANTEES AGAINST THE POSSIBILITY OF DELETION, MIS-DELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA. THE PAPERSTREET PARTIES HEREBY EXPRESSLY DISCLAIM ALL LIABILITY FOR ERRORS OR OMISSIONS IN, OR THE MISUSE OR MISINTERPRETATION OF, ANY INFORMATION OR MATERIALS CONTAINED ON THE SITE.
- e. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ANY OF THE PAPERSTREET PARTIES OR OTHERWISE

THROUGH THE SITE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

**11. Third Party Disputes.** ANY DISPUTE YOU HAVE WITH ANY THIRD PARTY, INCLUDING OTHER USERS, IN CONNECTION WITH YOUR USE OF THE SITE IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY. ACCORDINGLY, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU HEREBY IRREVOCABLY RELEASE THE PAPERSTREET PARTIES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

**12. Indemnification.** To the fullest extent permitted by law, you agree to defend, indemnify and hold harmless the Paperstreet Parties from and against any claims, actions or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from: (a) your breach of this Agreement; or (b) your access to, use or misuse of the Paperstreet Content, Trademarks or any part of the Site; or (c) any false, inaccurate or misleading information you provide to Paperstreet. Paperstreet will provide notice to you of any such claim, suit or proceeding. Paperstreet reserves the right, in its sole discretion, to assume the exclusive defense and control of any matter which is subject to indemnification under this Section at your sole expense if Paperstreet believes that you are unwilling or incapable of defending Paperstreet's interests. In such case, you agree to cooperate with any reasonable requests assisting Paperstreet's defense of such matter at your sole expense. Notwithstanding the foregoing, nothing contained in this Agreement shall constitute a waiver by any investor of any of his, her or its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived.

# 13. Term and Termination of the Agreement.

- a. Term. As between you and Paperstreet, the term of this Agreement commences on your first use of the Site and continues until the termination of this Agreement by either you or Paperstreet.
- b. Suspension, Termination and Cancellation. You may terminate this Agreement by sending written notification to us at notice@paperstreet.vc and terminating your use of the Site. We reserve the right, in our sole discretion, to restrict, suspend, or terminate your access to all or any part of the Site or to terminate this Agreement at any time without prior notice or liability if you breach any provision of this Agreement or violate the rights of any third party on or through the Site. We reserve the right to change, suspend, or discontinue all or any part of the Site at any time without prior notice or liability.

c. Survival. Sections 1.b, 1.c, 1.d, 1.e, 1.g, 1.h, 1.i, 2.b, 2.c, 3.b, 3.c, 3.d, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13.c, 14, 15, 16 and all defined terms used therein will survive the termination of this Agreement indefinitely.

**14. Consent to Electronic Communications.** By using the Site, you consent to receiving certain electronic communications from us as further described in the Privacy Policy and, if you use the Site as an Investor, the onboarding questionnaire that you must submit when registering for the Platform. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

**15. Miscellaneous.** This Agreement is governed by the internal substantive laws of the State of a without respect to its conflict of laws provisions. You agree that no joint venture, partnership, employment or agency relationship exists between you and Paperstreet as a result of this Agreement or use of the Site. If any provision of this Agreement is found to be invalid by any court or arbitrator having competent jurisdiction, then the invalidity of such provision will not affect the validity of the remaining provisions of this Agreement, which will remain in full force and effect. Failure of Paperstreet to act on or enforce any provision of this Agreement will not be construed as a waiver of that provision or any other provision in this Agreement. No waiver will be effective against Paperstreet unless made in writing, and no such waiver will be construed as a waiver in any other or subsequent instance. This Agreement constitutes the entire agreement between you and Paperstreet with respect to the subject matter hereof, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter hereof. The Section headings are provided merely for convenience and will not be given any legal import. This Agreement will inure to the benefit of our successors and assigns. You may not assign this Agreement or any of the rights or licenses granted hereunder without the prior express written consent of Paperstreet. "Assignment" as used in the prior sentence includes any changes of control or sale of stock or assets of any Organization. Paperstreet may assign this Agreement, including all its rights hereunder, without restriction. This Agreement may only be amended in a writing signed by you and an authorized representative of Paperstreet, except as provided in Section 1.d. You acknowledge and agree that you have had the opportunity to consult legal counsel in connection with this Agreement even if you chose not to do so, and this Agreement will not be construed against you or Paperstreet as drafter.

**16. Contracting Party.** If you use the Site as an Investor, then you are contracting with Paperstreet LLC. Lastly, if you use the public-facing portions of the Site, then you are contracting with Paperstreet LLC.

**17. Contact Us.** If you would like to contact us for any reason email us at contact@paperstreet.vc.