

Last updated: Sept 27th, 2022

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the <http://www.tribevest.com> website (the "Service") operated by TribeVest LLC ("us", "we", "our", or "TribeVest").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the Service.

## **Disclaimer**

Communications between you and TribeVest are protected by our Privacy Policy to the extent permitted by law but not by the attorney-client privilege or as work product. We are not a law firm and cannot provide any kind of advice, explanation, opinion, or recommendation about possible legal rights, remedies, defenses, options, selection of forms or strategies. Your access to the website is subject to our Terms and Conditions.

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

TribeVest LLC its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

## **Investment Listings**

Certain information on this website relating to potential investment opportunities has been prepared and/or approved by the Sponsors or Issuers of those investments. Tribevest makes no representations as to the completeness, accuracy or sufficiency of this information. Any sale or purchase of securities is in the sole discretion of, and is conducted directly between, the issuer and the prospective investor. All information regarding potential investment opportunities is prepared solely by the issuer, and such issuer is solely responsible for the accuracy of all such statements. Tribevest has not independently verified any such information.

Use of this website does not constitute an offer by Tribevest to sell, solicit or make an offer to buy any investment interest and Tribevest does not give or offer any business advice, investment advice, tax or legal advice to anyone using this website or the services are defined in the Terms of Use.

Where applicable, all prospective investors must certify that they are accredited investors, suitable for the type of illiquid investment, and must acknowledge that they have received and read all investment terms.

## **Early Access Confidentiality and Non-Disclosure**

TribeVest has offered certain users early access to the TribeVest services for the purposes of receiving feedback and making improvements. *Authorized early access to the TribeVest services granted to a user ("Recipient") is conditioned on acceptance of confidentiality and non-disclosure requirements ("Agreement") described herein. Use of TribeVest services in the early access phase constitutes acceptance of these terms.*

Definition. "Proprietary Information" means, to the extent previously, presently or subsequently disclosed by or for TribeVest to Recipient, all financial, business, legal and technical information of TribeVest or any of its affiliates, suppliers, customers and employees (including information about research, development, operations, marketing, transactions, regulatory affairs, discoveries, inventions, methods, processes, articles, materials, algorithms, software, specifications, designs, drawings, data, strategies, plans, know-how and ideas, whether tangible or intangible, and including all copies and other derivatives thereof). Proprietary Information shall not include any information that (a) was rightfully known to Recipient without restriction before receipt from TribeVest, (b) is rightfully disclosed to Recipient without restriction by a third party or (c) is or becomes generally known to the public through no fault of Recipient. The terms and conditions of any transaction or possible transaction between the parties, the fact that disclosures, evaluations or discussions are taking place, and the status and results thereof are all Proprietary Information.

Restrictions. Recipient agrees (a) to use the Proprietary Information only for its consideration internally of a potential business relationship or transaction between the parties, and its performance in any resulting arrangement, but not for any other purpose, (b) to maintain the Proprietary Information as confidential, and exercise all reasonable precautions to prevent unauthorized access, use or disclosure (c) not to copy the Proprietary Information, (d) not to disclose the Proprietary Information to any third party other than Recipient's employees and agents who have a need to know for the permitted purpose under this Agreement and who are similarly bound (consistent with the restrictions in this Agreement) to protect the Proprietary Information, (e) not to

decompile, disassemble or otherwise reverse engineer any Proprietary Information, or use any similar means to discover its underlying composition, structure, source code or trade secrets and (f) not to export or re-export (within the meaning of U.S. or other export control laws or regulations) any Proprietary Information or product thereof in violation of U.S. or other export control laws or regulations. Recipient shall promptly notify TribeVest of any unauthorized use or disclosure of Proprietary Information, and shall be responsible for any breach of its confidentiality obligations by its employees and agents. Recipient will promptly notify TribeVest if it decides not to proceed with the proposed business relationship or transaction.

**No Warranties or Licenses.** All Proprietary Information is provided "AS IS." TribeVest will not be liable to Recipient for damages arising from any use of the Proprietary Information, or from any errors, omissions or otherwise relating thereto. All of TribeVest's rights in and to the Proprietary Information remain the exclusive property of TribeVest. Neither this Agreement, nor any disclosure of Proprietary Information hereunder (a) grants to Recipient any right or license under any copyright, patent, mask work, trade secret or other intellectual property right, (b) obligates TribeVest to disclose any information, perform any work or enter into any agreement or (c) limits TribeVest from entering into any business relationship or transaction with third parties.

**Termination.** This Agreement will terminate as to the further exchange of Proprietary Information immediately upon the earlier of (a) receipt by one party of written notice from the other and (b) the first anniversary of this Agreement. Recipient's confidentiality obligations, as they apply to any Proprietary Information disclosed prior to termination, will survive termination until Recipient can document it falls into one of the exceptions stated in the "Definition" paragraph above. Upon termination of this Agreement for any reason, or upon TribeVest's request at any time, Recipient shall promptly return to TribeVest all originals and copies of any Proprietary Information and all information, records and materials developed therefrom.

**1. Remedies.** Due to the unique nature of the Proprietary Information, Recipient agrees that any breach or threatened breach of this Agreement will cause not only financial harm to TribeVest, but also irreparable harm for which money damages will not be an adequate remedy. Therefore, TribeVest shall be entitled, in addition to any other legal or equitable remedies, to an injunction or similar equitable relief against any such breach or threatened breach without the necessity of posting any bond.

**Miscellaneous.** This Agreement constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties concerning this subject matter. No change, consent or waiver to this Agreement will be effective unless in writing and signed by the party against which enforcement is sought.

The failure of TribeVest to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. Unless expressly provided otherwise, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, USA without regard to the conflicts of laws provisions thereof. Exclusive jurisdiction and venue for any action arising under this Agreement is in the federal and state courts located in Franklin County, Ohio, and both parties hereby consent to such jurisdiction and venue for this purpose. In any action or proceeding to enforce or interpret this Agreement, the prevailing party will be entitled to recover from the other party its costs and expenses (including reasonable attorneys' fees) incurred in connection with such action or proceeding and enforcing any judgment or order obtained. Any notice hereunder will be effective upon receipt and shall be given in writing, in English and delivered to the other party at its address given herein or at such other address designated by written notice.

## **Communications**

By creating an Account on our service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send.

## **Purchases**

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

The service may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

#### Availability, Errors and Inaccuracies

We are constantly updating product and service offerings on the Service. We may experience delays in updating information on the Service and in our advertising on other web sites. The information found on the Service may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the Service and we cannot guarantee the accuracy or completeness of any information found on the Service. We therefore reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

#### Contests, Sweepstakes and Promotions

Any contests, sweepstakes or other promotions (collectively, "Promotions") made available through the Service may be governed by rules that are separate from these Terms Conditions. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms and Conditions, the Promotion rules will apply.

#### Subscriptions

Some parts of the Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles are set either on a monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription. At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or TribeVest LLC cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting TribeVest LLC customer support team. A valid payment method, including credit card or PayPal, is required to process the payment for your Subscription. You shall provide TribeVest LLC with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize TribeVest LLC to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, TribeVest LLC will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

## Free Trial

TribeVest LLC may, at its sole discretion, offer a Subscription with a free trial for a limited period of time ("Free Trial"). You may be required to enter your billing information in order to sign up for the Free Trial. If you do enter your billing information when signing up for the Free Trial, you will not be charged by TribeVest LLC until the Free Trial has expired. On the last day of the Free Trial period, unless you cancelled your Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected. At any time and without notice, TribeVest LLC reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.

## Fee Changes

TribeVest LLC, in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle. TribeVest LLC will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective. Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

## Refunds

You can cancel your Tribevest account at any time and you should remain active until the end of your billing cycle. Refunds for subscriptions are only available within the first fourteen days of purchase.

## Content

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for the Content that you post on or through the Service, including its legality, reliability, and appropriateness. By posting Content on or through the Service, You represent and warrant that: (i) the Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the

posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright. You retain any and all of your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third party posts on or through the Service. However, by posting Content using the Service you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You agree that this license includes the right for us to make your Content available to other users of the Service, who may also use your Content subject to these Terms. TribeVest LLC has the right but not the obligation to monitor and edit all Content provided by users. In addition, Content found on or through this Service are the property of TribeVest LLC or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

## Accounts

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service. You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account. You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene. We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

## Intellectual Property

The Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of TribeVest LLC and its licensors. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of TribeVest LLC.

### Links To Other Web Sites

Our Service may contain links to third party web sites or services that are not owned or controlled by TribeVest LLC. TribeVest LLC has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites. You acknowledge and agree that TribeVest LLC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services. We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

### Termination

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms. If you wish to terminate your account, you may simply discontinue using the Service. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

### Indemnification

You agree to defend, indemnify and hold harmless TribeVest LLC and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and

expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password; b) a breach of these Terms, or c) Content posted on the Service.

### Limitation Of Liability

In no event shall TribeVest LLC, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

### Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

### Governing Law

These Terms shall be governed and construed in accordance with the laws of Ohio, United States, without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

## Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

## Contact Us

**If you have any questions about these Terms, please contact us.**

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