



NEEDCAPITAL.AI

## Terms of Service

The following Terms of Service (collectively with our Privacy Policy, the “ToS”) is made publicly available for download on <https://needcapital.ai/legal>, and governs your use of www.NeedCapital.AI (the “Site”) and the products, features, contents, applications, services and affiliates provided by the Site (together with the Site, the “Platform”).

### 1. General Terms and Conditions.

All use of the Platform is subject to the ToS and the Membership Agreement (defined below) that you executed with NeedCapital.AI. By accessing and using the Platform, you acknowledge, accept, and agree to the ToS and all other terms, conditions, procedures and policies that may be published from time to time on the Site by us, each of which is incorporated by reference. The ToS represents a binding contract between you and NeedCapital.AI, its subsidiaries, affiliates, assignees and its and their officers, directors, employees and agents (“NeedCapital.AI”, “we”, “us” or “our”), and are in addition to any other agreements between you and NeedCapital.AI, including any other agreements that govern your use of products, features, contents, applications and services available on the Platform. Specifically, if you or the company that you represent entered into a separate Membership Agreement or other signed Client Agreement or Agreement with NeedCapital.AI or its affiliate (collectively, the “Membership Agreement”), the terms and conditions of the ToS are hereby incorporated into the Membership Agreement by this reference as if fully stated therein. In the event of a conflict between the ToS and any Membership Agreement, the terms of the Membership Agreement shall control. If you are accessing the Platform on behalf of another entity or individual, you represent and warrant that you have the authority to agree to the ToS on such entity’s or individual’s behalf. If you do not agree with anything contained in the ToS, please do not submit information to, access information from, or otherwise utilize the Platform. NeedCapital.AI reserves the right to change the ToS at any time without notice to you. Use of the Platform following the posting of any changes to the ToS shall be deemed to be acceptance thereof by you. In the ToS, we may refer to a customer/reader/entity as “you”. You agree to keep business information and trade secrets of NeedCapital.AI, including, but not limited to the terms and pricing set forth herein, and any user account information confidential until such information becomes known to the public generally without your fault and except to the extent that disclosure may be required by law, regulation or legal process.

### 2. Eligibility.

You represent and warrant that you are at least 13 years of age. If you are under age 13, you may not, under any circumstances or for any reason, use the Platform. We may, in our sole discretion, refuse to offer the Platform to any person or entity and change its eligibility criteria at any time. You are solely responsible for ensuring that the ToS are in compliance with all laws, rules and regulations applicable to you and the right to access the Platform is revoked where the ToS or use of the Platform is prohibited or to the extent offering, sale or provision of the Platform conflicts with any applicable law, rule or regulation. Furthermore, the Platform is offered only for your use, and not for the use or benefit of any third party.

### 3. Registration.

When signing up for the Platform and creating an account on the Platform (an "Account"), you must provide accurate and complete information and keep your Account information updated. You shall not: (a) select or use as a username a name of another person with the intent to impersonate that person; (b) use as a username a name subject to any rights of a person other than you without appropriate authorization; or (c) use, as a username, a name that is otherwise offensive, vulgar or obscene. You are solely responsible for the activity that occurs on your Account, and for keeping your Account password secure. You may never use another person's user account or registration information for the Platform without NeedCapital.AI's permission. You must notify us immediately of any change in your eligibility to use the Platform (including any changes to or revocation of any licenses from state authorities), breach of security or unauthorized use of your Account. You should never publish, distribute or post login information for your Account. You shall have the ability to delete your Account, either directly or through a request made to one of our employees or affiliates.

### 4. Privacy.

Your privacy is very important to us. The NeedCapital.AI Privacy Policy explains how we treat your personal information and protect your privacy when you are using our Platform. By using our Platform, you agree that NeedCapital.AI may use your information as set forth in the Privacy Policy. We designed our Privacy Policy to make important disclosures about how you can use NeedCapital.AI to share with others and how we collect and can use your content and information. Please read the Privacy Policy and use it to help make informed decisions.

### 5. Use of the Platform; Limitations; Acceptable Use.

a. The Platform is designed for private market deal professionals to connect with each other for the purposes of general networking, business development, seeking and managing investment or acquisition opportunities, and identifying investors and providers of capital. Members of the Platform use a variety of tools to implement the aforementioned processes, including: data room and document hosting tools, communication and messaging tools, and a variety of reports and analytics, and Capital Outreach Affiliates. NeedCapital.AI is not involved in the actual transaction between buyers and sellers, and does not render investment or legal advice in connection therewith. None of the information submitted on the Platform constitutes a solicitation, offer, opinion, or recommendation by NeedCapital.AI to buy or sell any securities or other financial instruments or to provide legal, tax, accounting, or investment advice or services regarding the suitability or profitability of any security of any kind, investment or transaction. NeedCapital.AI has not made any recommendations regarding the merit of any company identified on the Platform, made any recommendation regarding the purchase or sale of any security, or endorsed or sponsored any company identified on the Platform. For that reason all users of the Platform agree to be responsible for their own due diligence and the legal and regulatory compliance of any transaction they enter into, and NeedCapital.AI makes no representation or assurance about such compliance. As a user of the Platform, you are required to provide true and accurate information about you and your business, and to update and maintain such information, however, NeedCapital.AI cannot and does not confirm the accuracy of information provided.

b. If NeedCapital.AI permits you to input information into the Platform, you may not (and may not permit any third party to) input any information or content that:

- you know is false, misleading, untruthful or inaccurate;

- is promotional in nature, including solicitations for funds or businesses, without the prior written authorization of NeedCapital.AI;
- constitutes junk mail, spam, chain letters, pyramid schemes or the like;
- is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, deceptive, fraudulent, invasive of another's privacy, offensive, profane, hateful or is racially, ethnically or otherwise objectionable as determined by NeedCapital.AI in our sole discretion, or otherwise violates the legal rights of others;
- you do not have the right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- infringes any patent, trademark, trade secret, copyright, right of publicity or other proprietary rights of any party or violates any law or contractual duty;
- impersonates any person or entity, including any of our employees or representatives;  
or
- contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, gain access to or limit the functionality of any computer software or hardware, or telecommunications equipment.

c. You shall not: (i) take any action that imposes or may impose (as determined by NeedCapital.AI in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Platform or any activities conducted on the Platform; (iii) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Platform (or other accounts, computer systems or networks connected to the Services); (iv) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the website; (v) harvest or scrape any content from the Platform; or (vi) otherwise take any action in violation of our guidelines and policies.

d. 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 the Platform (including without limitation any application), except to the limited extent applicable laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the Platform, 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.

e. NeedCapital.AI also reserves the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the ToS, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of us, our users and the public.

f. NeedCapital.AI reserves the right to edit, restrict or remove any content you provide for any reason or no reason at any time. The information and materials made available through the Platform may contain typographical errors or inaccuracies. In addition, NeedCapital.AI does not control the information provided by other users that is made available through the Platform.

g. NeedCapital.AI reserves the right to refuse service, terminate relationships, and/or cancel orders in its discretion.

6. Apple, Inc. Device and Application Terms.

If you are accessing the Platform via a mobile application (“Application”) developed by NeedCapital.AI or its affiliates on a device provided by Apple, Inc. (“Apple”), or otherwise obtained access to the Platform through the Apple App Store, the following terms shall apply:

a. Both you and NeedCapital.AI acknowledge that these ToS are concluded between you and NeedCapital.AI, and not with Apple, and that Apple is not responsible for, does not endorse, and is not involved in the application or the Platform;

b. The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Platform for your private, personal, non-commercial use, subject to all the terms and conditions of these ToS as applicable;

c. You will only use the Application in connection with an Apple device that you own or control;

d. You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;

e. In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple’s sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;

f. You acknowledge and agree that NeedCapital.AI or its affiliated programmers, and not Apple, are responsible for addressing any claims you or any third party may have in relation to the Application;

g. You acknowledge and agree that, in the event of any third party claim that the Application, or your possession and use of the Application, infringes that third party’s intellectual property rights, NeedCapital.AI or its affiliated programmers, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;

h. You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;

i. Both you and NeedCapital.AI acknowledge and agree that, in your use of the Application, you will comply with any applicable third party terms of agreement which may affect or be affected by such use; and

j. Both you and NeedCapital.AI acknowledge and agree that Apple and Apple’s subsidiaries are third party beneficiaries of these ToS, and that upon your acceptance of these ToS, Apple will have the right (and will be deemed to have accepted the right) to enforce these ToS against you as the third party beneficiary hereof.

## 7. Intellectual Property; Copyright.

a. The contents of the Platform and any products or services provided or sold by NeedCapital.AI, including the Platform's look and feel, text, graphics, logos, button icons, images, audio and video clips (if any) and software, as well as the compilation of businesses, advisors, investors and lenders listed on the Platform ("Content"), are the property of NeedCapital.AI or its Content suppliers, and are subject to the copyright or other intellectual property rights of NeedCapital.AI and to the terms of licenses held by NeedCapital.AI or its affiliates. Such intellectual property is protected by federal and state law.

### b. Use License.

Subject to the ToS, NeedCapital.AI grants each user of the Platform a worldwide, non-exclusive, non-sublicensable and non-transferable license to use (i.e., to download and display locally) Content solely for purposes of accessing and using the Platform. Any unauthorized use, reproduction, modification, distribution, transmission, republication, display or performance of the Content and software on this Platform, or of any products or services sold by NeedCapital.AI, is strictly prohibited. You may copy information from the Platform only as strictly necessary for your own use of the Platform. Otherwise, no portion of the Platform may be reproduced, duplicated, copied, sold, resold, licensed, rented or otherwise exploited for any commercial purpose that is not expressly permitted by NeedCapital.AI. The commercial use or public dissemination of any information and data gathered from NeedCapital.AI is strictly prohibited, unless specifically authorized in writing. Any violation of the foregoing may subject you to compensatory and punitive damages, and shall specifically also entitle NeedCapital.AI to equitable relief, in addition to any other available remedies.

### c. User Content.

All Content added, created, uploaded, submitted, distributed, or posted to the Platform by users (collectively, "User Content"), whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such User Content. You represent and warrant that all User Content provided by you is accurate, complete, up-to-date, in compliance with all applicable laws, rules and regulations and you have all rights to provide the User Content and grant the licenses set forth in Section 7(d), to us without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights.

### d. License Grant.

By submitting any User Content to us, you grant NeedCapital.AI a perpetual, worldwide, royalty-free, irrevocable, non-exclusive, sublicensable and transferable right to use, reproduce, modify, adapt, aggregate, publish, create derivative works of, display, perform, distribute and otherwise fully exploit such User Content, in any form or medium known or later developed (including, without limitation, third party websites and feeds), in furtherance of our (and our successors' and assigns') businesses, the terms of the ToS and the actions and transactions contemplated hereby, including after the termination of your Account or the Platform. Notwithstanding the foregoing, we shall only use your trademarks, service marks, logos or company name as specified in your Membership Agreement or as specified in Section 17 of these ToS. You also hereby do and shall grant each user of the website and/or the Platform a non-exclusive, perpetual license to access your User Content through the website and/or the Platform, and to use, edit, modify, reproduce, distribute, prepare derivative works of, display and perform such User Content, including after the termination of your Account or the Platform. For clarity, the foregoing license grants to us and our users does not affect your other ownership or license rights in your User Content, including the right to grant additional licenses to your User Content, unless otherwise agreed

in writing. You agree that you will abide by and maintain all, and will not allow others to delete or alter, information, restrictions, author attributes or copyright notices contained in any Content accessed through the Platform. Nothing on the Platform or elsewhere should be construed to grant any license or right to use, implied or otherwise, any mark displayed on the Platform without the written permission of NeedCapital.AI or the third party owner of the mark.

e. Availability of Content.

We do not guarantee that any Content will be made available on the Site or through the Services. NeedCapital.AI reserves the right, in its sole discretion, to (i) remove, edit or modify any Content, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities that such Content infringes or appears to infringe on intellectual property rights owned by others or if we are concerned that you may have violated the ToS), for no reason at all and (ii) to remove or block any Content from the Platform.

f. Copyright Infringement.

If you believe that any material contained in the Platform infringes your intellectual property, you should notify NeedCapital.AI of the alleged infringement in accordance with the following procedure: Send any notification of claimed copyright infringement to [contact@NeedCapital.AI](mailto:contact@NeedCapital.AI). To be effective, the notification must be in writing and include the following information: physical or electronic signature of the owner or authorized agent of the owner of the allegedly infringed work; identification of the allegedly infringed work; identification of the material that is claimed to be infringing and reasonably sufficient information for NeedCapital.AI to locate the material; contact information of the notifying party, such as address, telephone number and email; a statement that the notifying party has a good faith belief that the use of the material in the manner complained of is not authorized by the owner of the allegedly infringed work, its agent or the law; and a statement, under penalty of perjury that the information in the notification is accurate and the notifying party is the owner or authorized agent of the allegedly infringed work.

8. Email Notification.

NeedCapital.AI uses email to communicate with users. You hereby authorize and agree that NeedCapital.AI may communicate with you via email and you consent to receiving and giving any notice required under the ToS, or any other agreement with NeedCapital.AI or its affiliates, via email. NeedCapital.AI will use reasonable efforts to honor any request you may have to opt-out from receiving emails, but under no circumstance will NeedCapital.AI have any liability for sending any email to you or to any of its customers.

All comments, queries and requests relating to ToS are welcomed via email and should be addressed to the electronic-mail address (Javascript must be enabled to see this email address):

[contact AT NeedCapital DOT AI](mailto:contact@NeedCapital.AI)

9. Hyperlink Policy.

The Platform may contain links to third party websites and other websites may contain links to the Platform. Any such link is provided only as a convenience. The inclusion of any link does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by NeedCapital.AI of any information contained in any third party website. In no event shall NeedCapital.AI be responsible or liable for the information contained on that third party website, your use of or inability to use such website and any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such information, products or services available on or through any such website. You should also be aware that the terms and conditions of such website and the website's

privacy policy may be different from those applicable to your use of the NeedCapital.AI Site and Platform.

#### 10. Third Party Content.

Certain portions of the Platform, including, without limitation, information on certain private companies, may contain unedited or third party content. All postings, messages, text, images, links to third-party websites or other materials published or otherwise made available through this section (the "Third Party Content") are the sole responsibility of the person(s) who originated such Third Party Content and NeedCapital.AI may not monitor, does not control and does not investigate or validate such Third Party Content; provided that NeedCapital.AI reserves the right at all times (but will not have an obligation) to remove any Third Party Content. By using this Third Party Content, you agree to not rely on the Third Party Content and understand that you may be exposed to Third Party Content that is, without limitation, inaccurate, inappropriate, misleading, unlawful, offensive or otherwise objectionable, and that NeedCapital.AI makes no representations or warranties regarding the Third Party Content and is not responsible or liable in any manner for the Third Party Content or the conduct, whether online or offline, of any user. The Third Party Content does not constitute legal or financial advice and must not be used in the place of legal counsel or financial due diligence. You should independently evaluate and verify all Third Party Content.

#### 11. Payments and Billing.

Certain services on the Platform may be subject to payments now or in the future (the "Paid Services") as specified in your Membership Agreement. All invoices will be sent to you by NAGY VENTURES dba: NeedCapital.AI

##### a. Billing.

NeedCapital.AI may use a third-party payment processor (the "Payment Processor") to bill you through a payment account linked to your Account on the Platform (your "Billing Account") for use of the Paid Services. The processing of payments will be subject to any terms, conditions and privacy policies of such a Payment Processor in addition to the ToS. We are not responsible for error by a Payment Processor. By choosing to use Paid Services, you agree to pay NeedCapital.AI, all charges at the prices then in effect for any use of such Paid Services in accordance with the applicable payment terms and you authorize NeedCapital.AI, to charge or have the Payment Processor charge, your chosen payment provider (your "Payment Method"). You agree to make payment using that selected Payment Method. NeedCapital.AI reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment.

##### b. Payment Method.

The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. If NeedCapital.AI, through a Payment Processor, does not receive payment from you, you agree to pay all amounts due on your Billing Account to NeedCapital.AI upon demand.

#### 12. Termination.

NeedCapital.AI may terminate your access to all or any part of the Platform at any time as described in the Membership Agreement. All provisions of the ToS, which by their nature should survive termination, shall survive termination, including, without limitation, licenses of User Content, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

13. No Warranty; Limitation of Liability.

a. Any material downloaded, accessed or otherwise obtained through the Platform is obtained at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results therefrom. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEEDCAPITAL.AI, ITS AFFILIATES AND ALL OF ITS THIRD-PARTY LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY (I) WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE AS TO THE PLATFORM, INCLUDING THE CONTENT, INFORMATION, DATA, SOFTWARE, OR PRODUCTS CONTAINED THEREIN, OR THE RESULTS OBTAINED BY THEIR USE OR AS TO THE PERFORMANCE THEREOF, (II) WARRANTIES OR CONDITIONS ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, AND (III) WARRANTIES OR CONDITIONS OF UNINTERRUPTED OR ERROR-FREE ACCESS TO OR USE OF THE PLATFORM. **NEEDCAPITAL.AI PROVIDES THE PLATFORM AND ALL COMPONENTS THEREOF ARE PROVIDED ON AN "AS IS" BASIS AND YOUR USE OF THE PLATFORM IS AT YOUR OWN RISK.** NEEDCAPITAL.AI MAKES NO GUARANTEES OR WARRANTIES OF ANY KIND AS TO THE SECURITY, ADEQUACY, COMPLETENESS, SUFFICIENCY, TIMELINESS OR ACCURACY OF ANY CONTENT OR MATERIAL AVAILABLE IN OR THROUGH THE PLATFORM, THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE PLATFORM IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

b. YOU HEREBY AGREE THAT ANY MONETARY CLAIMS OF ANY KIND ASSESSED AGAINST NEEDCAPITAL.AI FOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS ARISING OUT OF OR RELATING TO THE USE OF THE PLATFORM SHALL NOT EXCEED (IN AGGREGATE) OF THE GREATER OF (I) THE TOTAL AMOUNT YOU (OR ANY OTHER USER) PAID TO NEEDCAPITAL.AI FOR THE PLATFORM DURING THE PREVIOUS TWELVE (12) MONTHS OR (II) \$500. IN NO EVENT SHALL NEEDCAPITAL.AI OR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, AFFILIATES, SUPPLIERS OR CONTENT PROVIDERS BE LIABLE TO YOU, OR TO ANY THIRD PARTY, FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, COMPENSATORY OR INDIRECT DAMAGES OF ANY KIND WHATSOEVER (HOWEVER ARISING), EVEN IF ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE. THIS LIMITATION ON LIABILITY INCLUDES, BUT IS NOT LIMITED TO, THE TRANSMISSION OF ANY VIRUSES WHICH MAY INFECT YOUR EQUIPMENT, FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS (E.G., YOU CANNOT ACCESS YOUR INTERNET PROVIDER), UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, STRIKES OR OTHER LABOR PROBLEMS OR ANY FORCE MAJEURE. NEEDCAPITAL.AI CANNOT AND DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE PLATFORM.

14. Indemnity.

You agree to indemnify and hold harmless NeedCapital.AI, our affiliates and each of our and their respective officers, directors, agents, and employees, from and against any suit, action, claim, demand, penalty or loss, including reasonable attorneys' fees, made by or resulting from any third party due to or arising out of your (or any third party using your Account or identity in the Platform) use or misuse of the Platform, breach of the ToS or the materials it incorporates by reference, or violation of any law, regulation, order or other legal mandate or the rights of a third party. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.



#### 15. Choice of Law.

You will resolve any claim, cause of action or dispute (together a “claim”) you have with NeedCapital.AI arising out of or relating to the Platform or the ToS or your Membership Agreement exclusively in New Jersey. The laws of the State of New York will govern the ToS and your Membership Agreement, as well as any claim that may arise between you and NeedCapital.AI, without regard to conflict of law principles. In any dispute arising under the ToS or your Membership Agreement, the prevailing party will be entitled to reasonable attorneys’ fees and expenses.

#### 16. Arbitration and Class Action Waiver

a. YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THE TOS, YOUR USE OF THE PLATFORM, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION IN NEW JERSEY UNDER THE STREAMLINED ARBITRATION RULES AND PROCEDURES (“RULES”) OF JAMS THEN IN EFFECT, BY ONE COMMERCIAL ARBITRATOR WITH SUBSTANTIAL EXPERIENCE IN RESOLVING INTELLECTUAL PROPERTY AND COMMERCIAL CONTRACT DISPUTES, WHO SHALL BE SELECTED FROM THE APPROPRIATE LIST OF JAMS ARBITRATORS IN ACCORDANCE WITH SUCH RULES, AND YOU AND WE HEREBY EXPRESSLY WAIVE TRIAL BY JURY. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

b. As an alternative, you may bring your claim in your local “small claims” court, if permitted by that small claims court’s rules and if within such court’s jurisdiction, unless such action is transferred, removed or appealed to a different court. You may bring claims only on your own behalf. Neither you nor we will participate in a class action or class-wide arbitration for any claims covered by this agreement or ToS. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person’s Account, if we are a party to the proceeding.

c. This section will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these ToS.

d. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of Platform or the ToS must be filed within one (1) year after such claim of action arose or be forever barred.

e. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this section will be null and void. This section will survive the termination of your relationship with NeedCapital.AI.

#### 17. Marketing of Names.

When you announce closed transactions via your public website or press release or other broad disclosure methods, NeedCapital.AI may disseminate its own release to its constituents indicating the

use of the Platform in association with said transaction. NeedCapital.AI may add your entity's name to NeedCapital.AI's Member roster, or Case Study, which is professionally presented from time-to-time on its website and in marketing materials.

#### 18. Accredited Investor Certification.

In order to participate in the Platform as an investor or lender, you must be an "Accredited Investor" within the meaning of Rule 501 of Regulation D ("Rule 501") under the Securities Act of 1933, as amended (the "Act") and you hereby represent and warrant that you are an Accredited Investor within the meaning of Rule 501, as presently in effect. The federal securities laws define Accredited Investor in Rule 501 to include the following categories of investors (among others):

- a bank, savings and loan association, insurance company, registered investment company, registered broker or dealer, business development company, or a licensed Small Business Investment Company (as such terms are described in Rule 501);
- an employee benefit plan, within the meaning of the Employee Retirement Income Security Act of 1974, if a bank, savings and loan association, insurance company, or registered investment adviser makes the investment decisions, or if the plan has total assets in excess of \$5 million or if such plan is a self-directed plan, with investment decisions made solely by persons that are accredited investors;
- a charitable organization (within the meaning of section 501(c)(3) of the Internal Revenue Code), corporation, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets exceeding \$5 million;
- a director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer or general partner of a general partner of that issuer;
- an entity in which all the equity owners are accredited investors;
- 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 such person's purchase of the securities, excluding the value of the primary residence of such person;
- a natural person with individual income exceeding \$200,000 in each of the two most recent years or joint income with a spouse exceeding \$300,000 for each of those years and a reasonable expectation of reaching the same income level in the current year; or
- a trust with total assets in excess of \$5 million, not specifically formed to acquire the securities offered, whose purchases are directed by a sophisticated person (as such term is described in Rule 501).

#### 19. Payment & Refund Policy. [Policy.]

(i) This payment and refunds policy (the "Policy") establishes the terms and conditions governing:

- a. the payments to be made to NeedCapital.AI; and
- b. the refunds in the form of credits for future matches (if any) required to be made to you, with respect to the Payment (as defined below) made by you to NeedCapital.AI, for the services provided by NeedCapital.AI.

(ii) NeedCapital.AI may, from time-to-time, revise and amend this Policy.

#### 20. Pricing.

(i) All prices are denominated in USD (United States Dollars, "\$") and are correct at the time of online publication. Prices are subject to change by NeedCapital.AI from time-to-time.

(ii) While NeedCapital.AI strives to provide accurate services and pricing information, typographical and other errors may occur. In the event that a service is listed at an incorrect price or with incorrect information due to an error in pricing or service information, NeedCapital.AI will have the right to modify the price of the relevant service and contact you for further instructions via e-mail address

provided by you at the time of registration, or cancel the service and notify you of such cancellation.

#### 21. Payment Gateway.

(i) All payments for NeedCapital.AI's online affiliate services will be made through an electronic and automated collection and remittance service (the "Payment Gateway") hosted on the site through payment gateway service providers (the "Service Providers").

(ii) The Payment Gateway service is provided in order to facilitate your purchase of NeedCapital.AI's services. NeedCapital.AI makes no representation of any kind, express or implied, as to the operation of the Payment Gateway. You expressly agree that your use of the Payment Gateway is entirely at your own risk.

(iii) NeedCapital.AI does not collect and store any payment and other details provided by you for transacting through the Payment Gateway.

#### 22. Transaction Process and Refund Policy.

(i) The procedure adopted for payments to NeedCapital.AI is as follows:

a. You will have to make a payment of the prescribed service fee in order to confirm your 'interest' for a deal / investment mandate provided by NeedCapital.AI. Upon the successful payment of the fee ("Payment"), a receipt containing the details of the Payment will be generated;

b. There will not be any refunds once the credits have been consumed. If they haven't been fully consumed, they will stay in the NeedCapital.AI account until they are fully consumed.

#### 23. Limitation of Liability.

(i) In no event shall NeedCapital.AI, its subsidiaries, holding companies, group companies and its affiliates be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, data or other intangible losses arising out of or in connection with the access to, use of, or reliance on the Payment Gateway services.

(ii) NeedCapital.AI assumes no liability whatsoever for any monetary or other damage suffered by you on account of:

a. the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway; or

b. any interruption or errors in the operation of the Payment Gateway.

(iii) You agree, understand and confirm that personal data, including without limitation details relating to debit card/credit card transmitted over the internet, is susceptible to misuse, theft and/or fraud, and that NeedCapital.AI has no control over such matters. NeedCapital.AI does not represent or guarantee that the use of the Payment Gateway will not result in theft and/or unauthorized use of data over the internet.

#### 24. Banking Details.

(i) The records of NeedCapital.AI and/or the Payment Service Provider, generated by the transactions arising out of the use of NeedCapital.AI service, including the time the transaction is recorded, shall be conclusive proof of the genuineness and accuracy of the transaction.

(ii) The details provided by you for use of the Payment Gateway will be correct and accurate and you shall not use a debit/credit card / "net banking" (any bank account or currency based online and accessible via internet) which is not lawfully owned by you. You further agree and undertake to provide correct and valid debit/credit card / net banking details.

(iii) In default of the above conditions, NeedCapital.AI shall be entitled to recover the amount of the transaction from you. Furthermore, NeedCapital.AI also reserves the right to initiate any legal action for recovery of cost / penalty or any other measures, as it may deem fit.

## 25. GOVERNING LAW AND JURISDICTION

This Policy shall be governed by the laws of the State of New Jersey, without giving effect to the principles of conflict of law provisions thereof. Furthermore, the courts in New Jersey shall have exclusive jurisdiction for all matters related to, arising out of, or in connection with this Policy.

## 26. Miscellaneous.

The ToS together with your Membership Agreement sets forth the entire understanding and agreement between the parties with respect to the subject matter herein (excluding the terms and conditions of any Agreement you may have entered into separately with NeedCapital.AI). We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation. You may not assign the ToS or the Membership Agreement, or assign, transfer or sublicense your rights, if any, in the Platform without our prior written consent, which will not be unreasonably withheld or delayed. We may assign, transfer or delegate any of our rights and obligations hereunder without consent. A failure to act with respect to a breach by you or others does not waive NeedCapital.AI's right to act with respect to subsequent or similar breaches. In the event that any provision, or any portion of any provision, of the ToS or your Membership Agreement shall be held to be void or unenforceable, the remaining provisions of the ToS and your Membership Agreement (and the balance of any provisions held void or unenforceable in part only) shall continue in full force and effect. If you do not agree with any part of these terms and conditions, or you have a dispute or claim against NeedCapital.AI or its supplier or affiliates with respect to the ToS or your Membership Agreement you should immediately refrain from using the Platform. No agency, partnership, joint venture, or employment relationship is created, between NeedCapital.AI and you, as a result of the ToS or your Membership Agreement, and neither party has any authority of any kind to bind the other in any respect.

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