

Website Terms of Use

Last Modified: October 28, 2019

EquityDoor, LLC, a Texas limited liability company ("**EquityDoor**") is a funding portal ("**Portal**") registered with the United States Securities and Exchange Commission ("**SEC**") and a member of the Financial Industry Regulatory Authority ("**FINRA**"). The Portal provides an intermediary platform for securities offerings under Title III of the JOBS Act of 2012, and Regulation D. EquityDoorCap, LLC, a Texas limited liability company ("**EquityDoorCap**") is not registered with the SEC or FINRA. For the purposes of this Statement, "We" includes EquityDoor and EquityDoorCap, along with each of their subsidiaries and affiliates. Each authorized user ("**User**") and issuer ("**Issuer**") acknowledge and agree that we do not and will not: (1) offer investment advice or recommendations; (2) solicit purchases, sales or offers to buy the securities offered or displayed on the Portal; (3) compensate employees, agents or other persons for such solicitation or based on the sale of securities posted or referenced on the Portal; or (4) hold, manage, possess or otherwise handle investor funds or securities. None of the content or information provided on or through the Portal should be interpreted as being an investment recommendation, solicitation, or advice of any kind by the Company or the Portal.

YOU ACKNOWLEDGE THAT NEITHER EQUITYDOOR NOR EQUITYDOORCAP IS A REGISTERED BROKER-DEALER OR FINANCIAL ADVISOR. YOU FURTHER ACKNOWLEDGE EQUITYDOOR AND EQUITYDOORCAP DO NOT PROVIDE INVESTMENT ADVICE OR MAKE RECOMMENDATIONS AND, FURTHER, EQUITYDOOR DO NOT PROVIDE LEGAL, TAX, ESTATE PLANNING OR ACCOUNTING ADVICE OR SECURITY RECOMMENDATIONS.

Acceptance of the Terms of Use

The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "**Terms of Use**"), govern your access to and use of WWW.EQUITYDOOR.COM, including any content, functionality and services offered on or through WWW.EQUITYDOOR.COM (the "**Website**"), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website. **By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older and meet certain requirements as provided herein. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet certain eligibility requirements as described herein. You represent and warrant that all registration information you submit is truthful, accurate and complete. If you are accessing the Portal and/or using its services on behalf of an entity, such as your employer or a company your work for or control, you warrant and represent that you have the legal authority to bind that entity to these Terms of Use. We are entitled to rely on the accuracy of the information you provide to us on the Portal.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access the Portal so you are aware of any changes, as they are binding on you.

Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

In order to access certain features of the Portal, including viewing certain information regarding securities offerings or investing in any of the offerings, you must register with the Portal and create a user account ("Account"). It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our *Privacy Policy* and you consent to all actions we take with respect to your information consistent with our *Privacy Policy*.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or

other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

You agree that your Account will be self-directed and that you are solely responsible for all investment decisions and instructions placed through your Account. Although the Portal may provide data, information or content provided by third-parties relating to investment strategies and/or opportunities to invest in securities offerings or raise capital, you should not interpret any such content as tax, legal, financial, or investment advice or a recommendation to invest in any offering posted on the Portal. Any decision to invest shall be based solely on your own consideration and analysis of the risks involving a particular offering and is made at your own risk. You acknowledge and agree that you are solely responsible for determining the suitability of an investment, your eligibility to invest or your investment strategy and accept the risks associated with such decisions, which include the risk of losing the entire amount of your principal. EquityDoor has limited fiduciary duties related to Regulation Crowdfunding. You agree and acknowledge that you are solely responsible for conducting legal, accounting and other due diligence review on the Issuer's and the offerings posted on the Portal.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Investor Requirements for Regulation Crowdfunding

By registering with the Platform for purposes of subscribing to Investment Opportunities as a Purchaser as set forth under Title III of the JOBS Act you represent and warrant that amounts you invest in all Title III offerings over the course of a 12-month period will not exceed the following:

- If either of your annual income or net worth is less than \$107,000, then your investment limit is the greater of:
 - \$2,200 or
 - 5 percent of the lesser of your annual income or net worth.
- If both annual income and net worth are equal to or more than \$107,000, then your limit is 10 percent of the lesser of their annual income or net worth.
- During the 12-month period, the aggregate amount of securities sold to you as an investor through all Regulation Crowdfunding offerings may not exceed \$107,000, regardless of the investor's annual income or net worth.

Spouses can calculate their net worth and annual income jointly.

FOR PURPOSES OF SUBSCRIBING TO INVESTMENT OPPORTUNITIES ON THE SITE, YOU MUST MEET THE ABOVE CRITERIA. WE ARE ENTITLED TO AND WILL RELY UPON YOUR REPRESENTATIONS. You agree that, should any material changes occur that might affect your status a Purchaser, you shall immediately provide us with notice in writing.

Offering Limitations for Regulation Crowdfunding

Securities offered pursuant to Regulation Crowdfunding are highly speculative and expose investors to higher risk of complete loss of their investment. Congress and the SEC impose certain restrictions under Regulation Crowdfunding limiting the amount that an investor can invest in such offerings to protect investors. Users are permitted, over a 12-month period, to invest in the aggregate across all offerings made pursuant to Regulation Crowdfunding (whether on the Portal or through other intermediaries) up to the following amount: (a) if either their annual income or net worth is less than \$100,000, than the greater of \$2,000 or 5 percent of the lesser of User's annual income or net worth; (ii) if both their annual income and net worth are equal to or more than \$100,000, 10 percent of the lesser of User's annual income or net worth. Notwithstanding the foregoing, during the 12-month period preceding your proposed investment, the aggregate amount of such investments may not exceed \$100,000. Users represents and warrants that s/he complies with the above limitations each time you invest in an offering.

Issuer Limitations for Regulation Crowdfunding

Issuer represents and warrants that it is eligible to conduct an offering pursuant to Regulation Crowdfunding and complies with all applicable rules, regulations and laws. Regulation Crowdfunding may not be relied upon by (i) non-U.S. companies, (ii) reporting companies under the Securities Exchange Act of 1934, as amended, (iii) certain investment companies, (iv) companies that are subject to disqualification under Regulation Crowdfunding, (v) companies that have failed to comply with the annual reporting requirements under Regulation Crowdfunding during the two years immediately preceding the filing of the offering statement, and (vi) companies that have no specific business plan or have indicated that their business plan is to engage in a merger or acquisition with an unidentified company or companies. Issuer represents and warrants that it has not raised a maximum aggregate amount of \$1 million pursuant to Regulation Crowdfunding in a 12-month period (regardless of whether such securities are sold through the Portal or other intermediary).

Regulation Crowdfunding Private Issuers

The Issuer represents and warrants to the Portal that it has complied with the disclosure requirements under Rule 201(d) of Regulation Crowdfunding and complied with all filing requirements under Form C. Each issuer is solely responsible for the material it posts on this Portal and, by posting such material, represents that: (i) it has complied in all material respects with all applicable rules and regulations; and (ii) such information will

not contain any untrue statement of a material fact or omit to state a material fact required to be stated or necessary to make such statements not misleading in light of the circumstances under which they are made. The Portal and its Users are entitled to and will rely upon any representations made by each Issuer. Portal makes no representations regarding whether any offering materials or content on the Portal are complete, truthful and accurate; nor is Portal responsible for verifying or investigating the completeness, truthfulness and accuracy of such representation or offering materials. The information and materials on the Portal may contain typographical errors or inaccuracies. Any dated information is published as of its date only, and does not undertake any obligation or responsibility to update or amend any such information. Users of the Portal acknowledge that Portal is not liable for and will not verify or investigate the accuracy and completeness of the offering material and other information posted on the Portal.

No Disqualifying Events

Each Issuer warrants and represents that none of its predecessors, any affiliated issuer, any director, executive officer, other officer of the Issuer participating in the offering, any beneficial owner of 20% or more of the Issuer's outstanding voting equity securities, calculated on the basis of voting power, any promoter (as defined in Rule 405 of the Securities Act) connected with the Issuer in any capacity at the time of sale nor any compensated solicitor or any director, executive officer, other officer of the compensated solicitor participating in the Offering (each, an "**Issuer Covered Person**" and collectively, "**Issuer Covered Persons**") is subject to any of the "Bad Actor" disqualifying events described in Section 302(d)(2) of Regulation Crowdfunding (a "Disqualifying Event"). Each Issuer warrants and represents that it has agreed to promptly notify Portal in writing should any Disqualifying Events occur or prior Disqualifying Events come to the Issuer's notice despite its reasonable efforts to discover.

Securities Products

The securities posted on the Portal are only appropriate for investors who are familiar with and willing to accept the high risks associated with private investments. Securities sold through us are not publicly traded and, therefore, are illiquid unless registered with the Securities and Exchange Commission. Additionally, securities are subject to restrictions on resale or transfer including holding period requirements. Investing in private placements requires high risk tolerance, low liquidity need, and long-term commitments. Users must be able to afford to lose their entire investment without a change in their lifestyle. Securities offered on the Portal are not FDIC insured, may lose value, and there is no guarantee of any success whatsoever.

The securities being offered have not been registered under the Securities Act, in reliance, among other exemptions, on the exemptive provisions of Regulation Crowdfunding or Regulation D. Similar reliance has been placed on apparently available exemptions from securities registration or qualification requirements under applicable state securities laws. No assurance can be given that any offering currently qualifies or will continue to qualify under one or more of such exemptive provisions due to, among other things, the

adequacy of disclosure and the manner of distribution, the existence of similar offerings in the past or in the future, or a change of any securities law or regulation that has retroactive effect. No governmental agency has reviewed the offerings posted on this Portal and no state or federal agency has passed upon either the adequacy of the disclosure contained herein or the fairness of the terms of any offering. The exemptions relied upon for such offerings are significantly dependent upon the accuracy of the representations of the Users to be made to the Portal and Issuers on the Portal in connection with the offering, including compliance with investment limitations. In the event that any such representations prove to be untrue, the registration exemptions relied upon by an Issuer in selling the securities might not be available and substantial liability to such Issuer would result under applicable securities laws for rescission or damages. These risks are non-exhaustive and are intended to highlight certain risks associate with investing in securities that are not registered with the Securities and Exchange Commission. We strongly advise you to consult a legal, tax and financial professional before investing, and carefully review all the specific risk disclosures provided as part of any offering materials and ask the issuer any questions you may have or request additional information.

We take no part in the negotiation or execution of transactions for the purchase or sale of securities and at no time has possession of funds or securities. We cannot guarantee that Issuers on the Portal will use the proceeds of any offering in accordance with Federal and/or state securities law, including the exemption to the sale of unregistered securities, or the legality of any offerings therein. Regulation Crowdfunding only requires us to conduct limited due diligence on the offering and issuer. We are not engaged to serve as an underwriter, investment adviser, or placement agent.

No Representations or Warranties

We make no representation or warranties as to the completeness or accuracy of the information posted on the Portal by Issuers or any third-party, including offering materials. To the maximum extent permissible by applicable law, we assume no liability or responsibility whatsoever for any errors or omissions in the content on the Portal. We do not endorse or represent the reliability or accuracy of any content or information distributed through or accessed from the Portal. Portal shall not be liable for any investment decisions made based upon such information. You agree that any reliance upon any content or information distributed through or accessed from the Portal is at your sole risk. Portal is entitled to rely upon the information provided by its users. You acknowledge and agree that Portal does not provide any representation, warranty or assurance that the offerings on the Portal are made in accordance with state and/or Federal securities law, including the exception to the sale of unregistered securities. Each Issuer, and not the Portal, is responsible for disclosing all material facts pertaining to the offering and that the offering is done in accordance with federal law and regulations promulgated by the Securities and Exchange Commission. Portal has not reviewed all of the links provided on the Portal and is not responsible for the content of any off-Portal pages. Clicking on hyperlinks and visiting any off-Portal pages is done at your own risk.

Intellectual Property Rights

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.

You must not:

- Modify copies of any materials from this site.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

Trademarks

The Company name, the terms, the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.

- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

User Contributions

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Website.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and [our affiliates and service providers, and each of their and] our [respective] licensees, successors and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Website.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for [any or no reason, including without limitation,] any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.

- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy [INSERT AS LINK TO PRIVACY POLICY].
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Copyright Infringement

Reporting Claims of Copyright Infringement

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from this site (the "**Website**") infringe your copyright, you may request removal of those materials (or access to them) from the Website by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("**DMCA**"), the written notice (the "**DMCA Notice**") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.

- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is:

[FIRST AND LAST NAME OF AGENT]
 [NAME OF AGENT'S ORGANIZATION]
 [PHYSICAL MAIL ADDRESS OF AGENT]
 [TELEPHONE NUMBER OF AGENT]
 [EMAIL ADDRESS OF AGENT FOR THIS PURPOSE]

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Website is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

[Counter-Notification Procedures

If you believe that material you posted on the Website was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with us (a "**Counter-Notice**") by submitting written notification to our copyright agent designated [above/below]. Pursuant to the DMCA, the Counter-Notice must include substantially the following:

- Your physical or electronic signature.
- An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Website may be found) and that you will accept service from the person (or an agent of that person) who provided the Website with the complaint at issue.

[Our designated agent to receive Counter-Notices is:

[FIRST AND LAST NAME OF AGENT]
[NAME OF AGENT'S ORGANIZATION]
[PHYSICAL MAIL ADDRESS OF AGENT]
[TELEPHONE NUMBER OF AGENT]
[EMAIL ADDRESS OF AGENT FOR THIS PURPOSE]]

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter-Notice.

Please be aware that if you knowingly materially misrepresent that material or activity on the Website was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.]

Repeat Infringers

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website includes content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Website

All information we collect on this Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of the Website is based in the State of Texas in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR

UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

Electronic Signatures in Global and National Commerce Act/Uniform Electronic Transactions Act

The Federal Electronic Signatures in Global and National Commerce Act ("ESIGN") and similar state laws, particularly the Uniform Electronic Transactions Act ("UETA"), authorize the creation of legally binding and enforceable agreements utilizing electronic records and signatures. ESIGN and UETA require businesses that want to use electronic records or signatures in consumer transactions to obtain the consumer's consent to receive information electronically. When a potential investor registers on the Platform, we obtain his, her or its consent to transact business electronically and maintain electronic records in compliance with ESIGN and UETA requirements.

Your use of electronic signatures to sign documents on the Site, including, without limitation, subscription agreements for Investment Opportunities and related offering documents, legally binds you in the same manner as if you had manually signed such documents. No certification authority or third party verification is necessary to validate any electronic signature and the lack of such certification or verification will not in any way affect the enforceability of such signatures or documents. The use of electronic versions of such documents fully satisfies any requirement that such documents be provided to you in writing. If you sign electronically, you represent that you have the ability to access and retain a record of such documents. You agree that you are responsible for understanding these documents and agree to conduct business by electronic means. You are obligated to review the Site periodically for changes and modifications and agree not to contest the admissibility or enforceability of the Site's electronically stored copies of these documents or Terms of Use in any proceeding arising out of these documents or Terms of Use.

Although you consent to electronic delivery, you may elect to deliver communications by other means and such delivery shall not affect your consent. You may revoke consent to electronic delivery of communications and receive a paper version at your election. EquityDoor shall have a reasonable period to effect such a change and EquityDoor may charge you a reasonable fee for sending such paper copies. If you elect to use electronic delivery, you agree and represent that you have a suitable computer with Internet access, an email address and the availability to download, save and/or print communications to retain a record of such communications. You agree that you are solely responsible for maintaining such equipment and services required for online access.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas and County of Travis, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your

country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

In the event of any claim, controversy or alleged dispute between you and EquityDoor or its affiliates, or any of their respective successors and assigns, and any of their respective directors, officers, employees, agents, representatives, licensors, advertisers, suppliers, operational service providers or affiliates, ("Dispute"), you hereby agree to attempt in good faith to amicably resolve any Dispute at least thirty (30) days before instituting any legal proceeding. Each party agrees to submit any Dispute for resolution by final binding arbitration after serving written notice, which notice shall set forth in detail the controversy, question, claim or alleged breach along with your attempt to resolve such Dispute. Upon such notice and attempt to resolve, the party may then commence an arbitration proceeding pursuant to the rules of the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, before an arbitrator to be selected by the AAA. Any such arbitration may only be commenced within one year after the party requesting arbitration obtains knowledge of the cause of action forming the basis of the controversy or claim accrued.

In any arbitration and subject to the ultimate discretion of the presiding arbitrator, each side will be limited to a maximum of one (1) day of argument (including rebuttal), and the parties agree in good faith to minimize discovery burdens (e.g. confine the scope to actual areas in dispute and limit the topics and number of pages on which information is requested to matters directly relevant). The decision(s) of the arbitrator shall be final and binding and may not be appealed to any court of competent jurisdiction, or otherwise, except upon claim of fraud or corruption as by law provided, provided, however, that implementation of such decision(s) shall in no way be delayed or otherwise impaired pending the outcome of any such appeal. Any court having jurisdiction may enter judgment upon the award rendered in such arbitration. You agree that all Disputes will be limited between you, individually, and EquityDoor. To the full extent allowable by law, you agree that no arbitration proceeding or other dispute resolution proceeding shall be joined with any other party or decided on a class-action basis.

Notwithstanding the foregoing, you agree that the following matters shall not, at the election of EquityDoor be subject to binding arbitration: (1) any Dispute related to, or arising from allegations of criminal activity; (2) any Disputes concerning EquityDoor's intellectual property rights; and (3) any claim for injunctive relief. All arbitration proceedings will take place in Austin, Texas, United States. A court of competent jurisdiction within the Austin, Texas, United States, shall decide any Dispute not subject to arbitration. Each party hereby waives any claim that such venue is improper or inconvenient.

Waiver and Severability

No waiver of by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or

provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use, our Privacy Policy and other agreements referenced herein, constitute the sole and entire agreement between you and EquityDoor, LLC with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

Your Comments and Concerns

This website is operated by [COMPANY NAME] [COMPANY ADDRESS].

All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Policy in the manner and by the means set forth therein.

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: info@equitydoor.com.