

End-User Agreement For RateMyInvestor

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TERMS OF USE

BY USING THIS RATEMYINVESTOR WEBSITE, INCLUDING THE SERVICE (AS DEFINED BELOW) EMBODIED IN THE WEBSITE (COLLECTIVELY, THE "APPLICATION"), YOU (THE "USER") ACCEPT THESE TERMS OF USE ("TERMS"). THESE TERMS CONSTITUTE A BINDING AGREEMENT, GOVERNING USE OF THE APPLICATION, BETWEEN USER AND RATEMYINVESTOR, INC., INCLUDING ITS SUBSIDIARIES, RELATED, AND AFFILIATED COMPANIES (INDIVIDUALLY OR COLLECTIVELY "RATEMYINVESTOR"). BY DOWNLOADING, INSTALLING, OR USING THE APPLICATION, USER ACKNOWLEDGES AND AGREES TO BE BOUND BY THESE TERMS. SHOULD USER NOT ACKNOWLEDGE AND AGREE TO THESE TERMS, USER MUST IMMEDIATELY DISCONTINUE USE OF THE APPLICATION. CONTINUED USE OF THE APPLICATION SIGNIFIES YOUR CONTINUED ACCEPTANCE OF THESE TERMS AND ANY CHANGES TO THEM.

Service

RateMyInvestor is a candid discussion forum and is meant to educate companies about investors and the fundraising process. RateMyInvestor allows founders and other executives and employees of companies to discuss their experience with particular investors and the fundraising process in general with one another.

Age Restriction

Only individuals thirteen (13) years of age or older may use the Application. Users between the ages of thirteen (13) and eighteen (18) must review these Terms with a parent or legal guardian to ensure the parent or legal guardian acknowledge and agree to these Terms. Should User's parent or legal guardian not acknowledge and agree to these Terms, User must immediately uninstall this Application and discontinue its use.

Incorporation of Related Terms

Should any provisions in the terms, conditions, or other policies listed above conflict with these Terms, these Terms will control, solely to the extent such provisions apply to the Application.

End-User License

Subject to these Terms, RateMyInvestor grants the User a personal, non-exclusive, non-transferable, non-sublicensable, limited and revocable license to use the Application for personal use in accordance with these Terms ("User License"). Any use of the Application in any other manner, including, without limitation, resale, reverse-engineering, disassembling, redistribution, transfer, modification or distribution of the Application or text, pictures, music, barcodes, video, data, hyperlinks, displays, and other content associated with the Application

("Content") is prohibited. This Agreement and User License also governs any updates to, or supplements or replacements for, this Application unless separate terms accompany such updates, supplements or replacements, in which case the separate terms will apply. The license is effective until terminated by you or RateMyInvestor, with or without written notice. Your rights under the User License will terminate automatically without notice from RateMyInvestor if you fail to comply with any Terms or terms of the User License. Upon termination of the license, you shall cease all use of the Application and destroy all copies, full or partial, of the Application.

Using the Service

In order to access and/or use the Service, you may be required to provide current, accurate, identification, contact and other information as part of the registration process and/or continued use of the Service, and you will be responsible for maintaining the accuracy and completeness of such information.

User Information

Application features, such as feedback, account management, and interaction with social media sites, may use, maintain, or transmit User's personal information, including, without limitation, user names, passwords, proper names, email address, address, location, GPS location information, and information for and from third-party e-mail and social-media accounts (collectively "User Information"). By acknowledging and agreeing to this Agreement, or by using the Application, User consents to the transmission of User Information to RateMyInvestor, including its agents and third-party partners, and consents to RateMyInvestor, including its agents and third-party partners, receiving, collecting, storing, processing, transmitting, and using User Information for Application functionality and for the purposes disclosed in one or more of the Privacy Policies identified in this Agreement. The User is, however, solely responsible for the confidentiality and security of User Information sent from or stored on their personal devices by the Application. The User is also solely responsible for all transactions and activities undertaken by anyone or anything registered in the User's name, whether authorized or unauthorized. The User agrees to immediately notify RateMyInvestor of any suspected unauthorized transactions associated with the Application or any other breach of security. RateMyInvestor shall not be responsible for any losses arising from the financial loss or theft of User Information due to unauthorized or fraudulent transactions related to the Application. Users shall be solely responsible for taking precautionary steps to protect User Information stored on their personal devices, including without limitation password-protecting such devices. You agree that RateMyInvestor, its service providers and/or others involved in creating or providing the Application may collect and use technical data and related information—including but not limited to technical information about your device, system and application software, and peripherals—that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the Application. RateMyInvestor, its service providers, and/or others involved in creating or providing the Application may use this information, as long as it is in a form that does not personally identify you, to improve the Application or to provide services or technologies to you.

Content Guidelines – RateMyInvestor

RateMyInvestor strives to a transparent and safe discussion forum for companies to discuss and research investors, such as venture capital funds, angel investors, accelerators and strategic investors. We will follow the following guidelines in order to support our mission:

- RateMyInvestor will never edit or alter the context or meaning of reviews or comments submitted on our site. The only minor changes that we will make to submitted reviews or comments will be for grammar or spelling changes.
- RateMyInvestor will never suppress, filter, or delete content simply because it is negative/lower-rated, or positive/higher-rated
- RateMyInvestor applies the same standard of review for all content (whether or not the content involves someone with whom we have a relationship)
- RateMyInvestor require email verification from a permanent, active email address or a valid social networking account for each user submitting content.
- RateMyInvestor moderates every piece of content through a two-step moderation process. The first gate of review is technological. RateMyInvestor applies proprietary technology that analyzes multiple attributes of the content. If the content does not pass technological review, a team of human moderators reviews the content to determine if it meets our guidelines. Additionally, a human always moderates any piece of content that is flagged for secondary review.
- RateMyInvestor stays neutral in all cases of dispute; we don't take sides and we don't act as the finder of fact with respect to review content.
- RateMyInvestor will remove content if we have evidence that users were incentivized to or coerced into leaving the content.
- RateMyInvestor believes in the principle of anonymity and free speech — everyone has a right to voice his or her opinion and be heard without fear of retribution, censorship or other unwanted attention.

Content Guidelines – Users

RateMyInvestor requires all Users to follow the following guidelines to ensure everyone can benefit from a helpful, balanced, and authentic community:

- User reviews and posts should be truthful and constitute your own personal opinion and experience with an investors. RateMyInvestor does not take sides when it comes to factual disputes, so we expect you to stand behind your statements expressed in your content.
- User content should be related to investors with whom the User has actual interactions so it's relevant other members of our community.
- RateMyInvestor understands that investment is a sensitive subject, but we don't allow reviews that include certain profanities, threats of violence, or discriminatory language targeted at an individual or group. We may allow reviews that mention race, religion, nationality, gender, sexual orientation and the like if we believe the comment is used to

describe the manner in which certain investors have acted towards them. General discussions of investor misconduct are allowed, including most discussions of illegal activities, discrimination, and sexual harassment.

- To safeguard privacy, we do not allow Users to identify themselves or include any contact information (about themselves or others) in posts.
- RateMyInvestor is about sharing information that helps the entire community. We will reject posts that do not relate to an investor, are only a synopsis or advertisement for a User's company, or are otherwise not relevant to understanding an investor or the fundraising process. We will reject any content meant as an advertisement or containing a web link.
- All posts should be original – no substantial quoted material from other sources, including (but not limited to) websites, e-mail correspondence, other reviews, etc.
- If you see something on RateMyInvestor that you believe violates these guidelines, you should flag it for our review. RateMyInvestor will reply via email with our decision; we do not accept or return phone calls. Please keep in mind that flagging a piece of content for a second look does not guarantee that it will be removed from the Application. Because of the diversity of our community, it's possible that something could be disagreeable or disturbing to you without meeting the criteria for being removed or blocked. Ultimately, content decisions are within RateMyInvestor's sole discretion and we do not negotiate about our application of a guideline to our final decision as to whether or not a piece of content warrants removal.

Prohibited Uses

Use of the Application is limited to the contemplated functionality. User shall not (or shall not use the Application to):

1. harass, abuse, stalk, threaten, defame, or otherwise infringe or violate the rights of any other party (including but not limited to rights of publicity or other proprietary rights)
2. engage in any unlawful, fraudulent, or deceptive practices
3. use technology or other means to access unauthorized content or non-public spaces
4. use or launches any automated system or process, including without limitation, "bots," "spiders," or "crawlers," to access unauthorized content or non-public spaces
5. attempt to introduce viruses or any other harmful computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment
6. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service
7. store any Content that User does not have a right to transmit 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)
8. store any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party

9. attempt to damage, disable, overburden, or impair RateMyInvestor servers or networks
10. attempt to gain unauthorized access to a RateMyInvestor computer network
11. attempt to gain unauthorized access to RateMyInvestor user accounts
12. encourage conduct that would constitute a criminal offense, or that gives rise to civil liability
13. violate these Terms in any manner; or
14. fail to comply with applicable third-party terms and conditions or other third-party policies (collectively "Acceptable Use").

RateMyInvestor reserves the right, in its sole discretion, to terminate any User License, remove Content, assist law enforcement in the prosecution of criminal liability, or assert a civil or criminal legal action with respect to Content or use of the Application, that RateMyInvestor reasonably believes is or might be in violation of these Terms, but failure or delay in taking such actions does not constitute a waiver of its rights to enforce these Terms.

Stored User Content

RateMyInvestor acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms of Service in or to any Content that you store in the Service, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You agree that you are solely responsible for protecting and enforcing those rights and that RateMyInvestor has no obligation to do so on your behalf.

RateMyInvestor hereby grants you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by RateMyInvestor as part of the Service, for the sole purpose of enabling you to use and enjoy the benefit of the Service as permitted by these Terms, until your rights are terminated in accordance with these Terms.

Service Features; Third-Party Providers

RateMyInvestor retains the right, at its sole discretion, to implement limits to the nature or size of storage available to you, the number of searches, the number of cloud accounts you can add, the number of previews you can make, the number of actions you can take on a search result, the nature or size of any index or library information, the nature of, or your continued ability to access your Content and other data, and impose other limitations at any time, with or without notice. You acknowledge that a variety of RateMyInvestor actions may impair or prevent you from accessing your Content or using the Service at certain times and/or in the same way, for limited periods or permanently, and agree that RateMyInvestor has no responsibility or liability as a result of any such actions or results, including, without limitation, for the deletion of, or failure to make available to you, any Content.

RateMyInvestor may from time to time engage certain affiliates or other third parties to provide all or part of the Service to you, and you hereby acknowledge and agree that such third party involvement is acceptable. You understand that RateMyInvestor, in performing the required

technical steps to provide the Service to our users, may make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media.

RateMyInvestor may from time to time include as part of the Service computer software supplied by third parties, which is utilized by permission of the respective licensors and/or copyright holders on the terms provided by such parties. RateMyInvestor expressly disclaims any warranty or other assurance to you regarding such third party software.

Indemnification

User agrees to indemnify and hold harmless RateMyInvestor, including its agents, affiliated companies, employees, contractors, directors, and officers, and anyone involved in creating or providing the Application, from all claims or causes of action, liabilities, damages, costs, fines, penalties, and expenses (including attorneys' fees) occurring from or related to the use or misuse of the Application, violation of these Terms, or violations of any rights of a third party, or any allegation thereof.

RateMyInvestor reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by the User, in which event the User will cooperate in asserting any available defenses.

No Warranties

RateMyInvestor IS PROVIDING THE APPLICATION, SERVICE AND CONTENT TO THE USER "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED. THE USER IS USING THE APPLICATION AT HIS OR HER OWN RISK. TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, RateMyInvestor DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES THAT THE APPLICATION IS MERCHANTABILITY, RELIABLE, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, NON-INFRINGEMENT OR FREE OF DEFECTS OR ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, OR THAT THE USE OF THE APPLICATION BY THE USER IS IN COMPLIANCE WITH LAWS, OR THAT USER INFORMATION TRANSMITTED IN CONNECTION WITH THE APPLICATION WILL BE SUCCESSFULLY, ACCURATELY OR SECURELY TRANSMITTED.

No Liability

TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, IN NO EVENT SHALL RateMyInvestor OR ITS AGENTS OR ANYONE INVOLVED IN CREATING OR PROVIDING THIS APPLICATION (A) BE LIABLE TO THE USER WITH RESPECT TO USE OF THE APPLICATION; AND/OR (B) BE LIABLE TO THE USER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOSS, THEFT OR CORRUPTION OF USER-GENERATED INFORMATION,

STORED USER CONTENT, THE INABILITY TO USE THE APPLICATION, OR DEVICE FAILURE OR MALFUNCTION. THE USER'S SOLE REMEDY IS TO CEASE USE OF THE APPLICATION. RateMyInvestor, ITS AGENTS AND ANYONE INVOLVED IN CREATING OR PROVIDING THIS APPLICATION OR CONTENT SHALL NOT BE LIABLE EVEN IF ANY OF THEM OR ANY AUTHORIZED REPRESENTATIVE OF THEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES OR INJURY CAUSED BY ERROR, OMISSION, INTERRUPTION, DEFECT, FAILURE OF PERFORMANCE, UNAUTHORIZED USE, DELAY IN OPERATION OR TRANSMISSION, LINE FAILURE, COMPUTER VIRUS, WORM, TROJAN HORSE OR OTHER HARM.

In the event that applicable law does not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental, consequential or other damages, in no event shall RateMyInvestor, its agents or anyone involved in creating or providing this Application or Content be liable for damages, losses, and/or causes of action exceeding the amount, if any, paid by User for use of the Application or \$100, whichever is less.

Intellectual Property

RateMyInvestor, the RateMyInvestor logo, and other RateMyInvestor trademarks, service marks, graphics and logos used in connection with the Application are trademarks or registered trademarks of RateMyInvestor (collectively "RateMyInvestor Marks"). Other trademarks, service marks, graphics and logos used in connection with the Application are the trademarks of their respective owners (collectively "Third-Party Marks"). The RateMyInvestor Marks and Third-Party Marks may not be copied, imitated or used, in whole or in part, without the prior written permission of RateMyInvestor or the applicable trademark holder. The Application and the Content are protected by copyright, trademark, patent, trade secret, international treaties, laws and other proprietary rights, and also may have security components that protect digital information only as authorized by RateMyInvestor or the owner of the Content. The Content may not be reproduced in any manner or medium without RateMyInvestor's prior written consent.

Choice of Law, Jurisdiction

These Terms are governed by the laws of the State of California, United States of America, without regard to California's conflict of laws rules. The User irrevocably consents to the exclusive jurisdiction of the state courts in Los Angeles County, California, United States of America and the federal courts in the United States District Court for the Central District of California, United States of America, for purposes of any legal action arising out of or related to the use of the Application or these Terms.

Severability

If any of these Terms shall be deemed invalid, void, or for any reason unenforceable, those terms shall be deemed severable and shall not affect the validity and enforceability of any remaining terms. Failure of RateMyInvestor to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision in that or any other instance.

Modification of these Terms

RateMyInvestor reserves the right to change or modify these Terms or any other RateMyInvestor terms, conditions, or policies related to use of the Application (including those identified in this agreement) at any time and at its sole discretion by posting revisions on the RateMyInvestor website (<http://www.ratemyinvestor.com>). Continued use of the Application following the posting of these changes or modifications will constitute the User's acknowledgment and agreement to such changes or modifications. Only a specific, written waiver signed by an authorized representative of RateMyInvestor shall have any legal effect as a waiver by RateMyInvestor of any Terms of this Agreement.

Third Party Beneficiary

RateMyInvestor service providers, licensors, or others involved in creating or providing the Application are third party beneficiaries to this End-User Agreement and may rely upon the provisions of this End-User Agreement, including but not limited to, the provisions concerning Indemnification, No Warranties, and No Liability.

Contact Us

If you have any questions regarding our privacy practices, you can email us bennett@ratemyinvestor.com.

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RateMyInvestor Privacy Policy

There are many different ways you can use our Service. As you use our Service, we want you to be clear how we're using information and the ways in which you can protect your privacy.

Information we collect

We collect information to provide better service to all of our Users.

We collect information in two ways:

- Information you give us. When you open an account with RateMyInvestor, we'll ask for personal information, like your name, email address, telephone number, or other information.
- Information we get from your use of our Service. We collect information about the Service that you use and how you use them. This information includes:
 - Device Information. We collect device-specific information (such as your hardware model, operating system version, unique device identifiers, and mobile network information including phone number).
 - Log information. When you use our Service, we automatically collect and store certain information in server logs. This includes:
 - details of how you used our service, such as your search queries.
 - Internet protocol address.

- device event information such as crashes, system activity, hardware settings, browser type, browser language, the date and time of your request and referral URL.
- cookies that may uniquely identify your browser or your account.
- Location information. When you use or install our Application, we may collect and process information about your actual location. We use various technologies to determine location, including IP address, GPS, and other sensors that may, for example, provide RateMyInvestor with information on nearby devices.
- Unique application numbers. Our Service includes a unique application number. This number and information about your installation (for example, the operating system type and application version number) may be sent to us when you install or uninstall that service or when that service periodically contacts our servers, such as for automatic updates.
- Local storage. We may collect and store information (including personal information) locally on your device using mechanisms.
- Cookies and anonymous identifiers. We and our partners use various technologies to collect and store information when you use our Service, and this may include sending one or more cookies or anonymous identifiers to your device. We also use cookies and anonymous identifiers when you interact with the Service we offer to our partners, such as advertising services that may appear on other sites.

How we use the information we collect

We use the information we collect from our Service to provide, maintain, protect and improve them. We may also use this information to offer you tailored advertising.

We use information collected from cookies and other technologies to improve your user experience and the overall quality of our services and for any other lawful purpose that we choose.

We will ask for your consent before using information for a purpose other than those that are set out in this Privacy Policy.

Information you share

Our Service lets you share information with others. Remember that when you share information publicly, it may be indexable by search engines. Our Service provides you with different options on sharing and removing your content.

Accessing and updating your personal information

Whenever you use our Service, we aim to provide you with access to your personal information. If that information is wrong, we strive to give you ways to update it quickly or to delete it – unless we have to keep that information for legitimate business or legal purposes. When updating your personal information, we may ask you to verify your identity before we can act on your request.

We may reject requests that are unreasonably repetitive, require disproportionate technical effort (for example, developing a new system or fundamentally changing an existing practice), risk the privacy of others, or would be extremely impractical (for instance, requests concerning information residing on backup systems).

Where we can provide information access and correction, we will do so for free, except where it would require a disproportionate effort. We aim to maintain our services in a manner that protects information from accidental or malicious destruction. Because of this, after you delete information from our services, we may not immediately delete residual copies from our active servers and may not remove information from our backup systems.

Information we share

We may share your information with our partners and clients with your consent. We may share aggregated, non-personally identifiable information publicly and with our partners – like publishers, advertisers or connected sites. For example, we may share information publicly to show trends about the general use of our Service.

If RateMyInvestor is involved in a merger, acquisition or asset sale, we will continue to ensure the confidentiality of any personal information and give affected users notice before personal information is transferred or becomes subject to a different privacy policy.

We will share personal information with companies, organizations or individuals outside of RateMyInvestor if we have a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary to:

- meet any applicable law, regulation, legal process or enforceable governmental request.
- enforce applicable Terms of Service, including investigation of potential violations.
- detect, prevent, or otherwise address fraud, security or technical issues.
- protect against harm to the rights, property or safety of RateMyInvestor, our users or the public as required or permitted by law.

When this Privacy Policy applies

Our Privacy Policy applies to all of the services offered by RateMyInvestor, Inc. and its affiliates, but excludes services that have separate privacy policies that do not incorporate this Privacy Policy.

Our Privacy Policy does not cover the information practices of other companies and organizations who advertise our Service, and who may use cookies, pixel tags and other technologies.

Compliance and cooperation with regulatory authorities

We regularly review our compliance with our Privacy Policy. When we receive formal written complaints, we will contact the person who made the complaint to follow up. We work with the appropriate regulatory authorities, including local data protection authorities, to resolve any

complaints regarding the transfer of personal data that we cannot resolve with our users directly.

Changes

Our Privacy Policy may change from time to time. We will not reduce your rights under this Privacy Policy without your explicit consent. We will post any privacy policy changes on this page and, if the changes are significant, we will provide a more prominent notice (including, for certain services, email notification of privacy policy changes). We will also keep prior versions of this Privacy Policy in an archive for your review.