

VENTUREBASE, INC.

USER AGREEMENT

Effective Date: December 19, 2024

This **User Agreement** (“*User Agreement*” or “*Agreement*”) is being entered into by and between Venturebase, Inc. (“*Venturebase*” or “*Service Provider*” or “*we*” or “*us*”) and any individual or entity which creates a Venturebase account or accesses and uses any Services (as described below) of Venturebase (a “*Service User*” or the “*Service Users*” or “*you*”).

Service Provider and Service User agree as follows:

1. INTRODUCTION

a) **Services.** Venturebase provides an online software platform, network and services that allow Service Users to create, manage, follow and view online profiles, conduct various communications and actions, share content and information, engage in discovery of market participants and network members, and research various opportunities. Venturebase’s mission is to develop and nurture a trusted ecosystem of various market participants, including organizations, individuals, entrepreneurs and the broader venture community. This User Agreement applies to any Venturebase-branded software, service, application, product, network, website, communications, or any other product or service of Venturebase which states that it is subject to this User Agreement (the “*Services*”) which include any offline or adjacent systems or data collection that enable such Services. This agreement sets forth the terms and conditions that govern Service User’s use of the Services.

b) **Service User Types.** A Service User may be an individual or an entity, and any Service User that has created an account with Venturebase shall for the purposes of this Agreement be known as a “Member,” while an unregistered Service User shall be known as a “Visitor.”

c) **Service Agreements.** For any type of Service User, and with regard to the collection, storage, use, tracking and sharing of a Service User’s personal data, all Service Users are subject to Venturebase’s Privacy Policy and Cookie Policy which are located at <https://www.venturebase.app/legal>. Service Provider’s obligations under this User Agreement are expressly contingent upon Service User’s compliance at all times with the terms of this User Agreement, the Privacy Policy, the Cookie Policy and any and all other associated agreements, whether incorporated by reference in the foregoing or otherwise (collectively, the “*Service Agreements*”). Venturebase reserves the right to modify and update any Service Agreement from time to time. Upon requirement of any applicable law or prompted by any material changes to any Service Agreement, Venturebase will provide Service Users notification of such changes through its online Services or other reasonable communication mediums, including email messaging, prior to the activation and effective date of any such updates. Furthermore, no such updates shall have retroactive effect. Any Service User that continues to use the Services upon and after such an update to the Service Agreements is hereby expressly consenting to such updated terms and conditions as of their most recent effective date, and if any Member objects to such updated terms they may close and deactivate their Venturebase account prior to the effective date of such updates.

2. REPRESENTATIONS & OBLIGATIONS

Service User hereby agrees and consents to the following representations and obligations between Service User and Service Provider:

a) **Service User Eligibility.**

i) Service User, whether a Member or Visitor, is at least 16 years old, or at least as old as any applicable law would mandate in order for Venturebase to provide Services to a Service User without parental consent.

ii) Service User expressly consents and understands that it is against Venturebase' terms for any person or entity to create a false or fictitious Venturebase account.

iii) Service User is not currently banned from using the Services.

b) **Entity-Type Member Authorization and Enforceability.** For any Service User that is an entity, any applicable corporate or business governance action has been taken on the part of that Service User that is necessary for the authorization, execution and delivery of this Agreement and the Service Agreements and the performance by such Service User of the obligations contained in this Agreement and any agreement in which it is included by reference. This Agreement and the Service Agreements, when executed and delivered by such entity-based Service User, shall constitute valid and legally binding obligations of such Service User, enforceable against such Service User in accordance with their respective terms except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

c) **Disclosure.** The Service Provider has made the Service Agreements (including this Agreement) available to the Service User prior to the Service User's consumption of the Services, the Service User has read and understands the terms of such Service Agreements, and the Service Provider has provided all the information reasonably available to the Service User that the Service User has requested in writing for deciding whether to enter into the matters contemplated by this Agreement and the Services.

d) **Responsible Account Management.**

i) All Members agree to take reasonable measures to protect their account from unauthorized access, including establishing and maintain a strong password or other credentials necessary to access their account.

ii) Members agree not to transfer or sell any part of their Venturebase account to another party.

iii) Members acknowledges that they are responsible for all actions on their account and must comply not only with the terms and conditions of the Service Agreements but also comply with the law, and that any unlawful action by a Service User is strictly prohibited.

iv) Members acknowledge that they have the right to voluntarily close and deactivate their Venturebase account, subject to any Term and Termination provisions set forth in Section 10 of this Agreement.

e) **Service User's Contact Information, Platform Monitoring & Messaging Consent.** Service User, including any authorized individual managing an entity-based Service User, will make reasonable efforts to keep their contact information current, and furthermore Service User agrees to the following:

i) Service User consents to receiving notifications and communications, including but not limited to email-, phone-, and text-message-based communications, as a result of usage of the Venturebase platform and its functionality and features.

ii) Service User acknowledges and consents that Venturebase monitors Service User activity and interactions on its platform and may use this information to notify or make recommendations to the Service User with regard to past, present or future actions and opportunities.

iii) Venturebase is an online and digital platform that relies on digital communication mediums and protocols for data transmission between Services Users and the Venturebase platform, and Members and Visitors consent to these methods of digital data transmission.

iv) Service Provider is under no obligation to accept instructions regarding a Service User account from anyone other than what is believed to be an authorized individual for the Service User.

v) Service Provider shall not be liable for any loss or damage resulting from Service Provider's reliance on any instruction, notice, document or communication reasonably believed by Service Provider to be genuine and originating from an authorized representative of a Service User. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, Service Provider reserves the right to require additional authentication from the Service User.

vi) In order to permit Service Provider to protect the quality of its products and services, Service User hereby consents to Service Provider's staff and affiliates being able to access, review and analyze Service User's account and records, including Service User Data as defined below, to ensure the overall stability and functionality of the Venturebase platform, including investigation of complaints or other allegations or abuse.

f) **No Broker-Dealer or Agent Relationship.** Service Provider is not a broker-dealer and in no way serves as a broker-dealer or agent to any Service User. Service Provider does not solicit investments or financial transactions on behalf of Service Users, and Service Provider does not make any investment or financial transaction recommendations related to any Service Users or transaction opportunities of Service Users. While Service Provider hosts a software and technology platform which allows Service Users to upload, post, share and showcase certain Service User Data to other Service Users, Venturebase does not guarantee the accuracy of such data nor does Venturebase facilitate any financial transaction or investment between or on behalf of Service Users. Service Users or any individual member of the public is responsible to conduct necessary diligence and should not rely solely on information presented on Venturebase when considering any prospective business opportunities with Service Users that are represented on the Venturebase platform.

g) **Service User Profile Representation.** In conjunction with Section 8 of this Agreement, Limitation of Liability, in no event will Service Provider be liable for how Service User is represented on the Venturebase platform, including the accuracy of Service User's online Venturebase profile or any potential, perceived or claimed economic effects or business reputation changes of the Service User as a result of the use of Services, and Service User hereby releases Service Provider of any responsibility for such claims. Service User is responsible to continually monitor the state of its online Venturebase User Profile to its ensure accuracy.

h) **Service User Compliance.** Service User will (a) be liable and responsible for each Service User's compliance with the terms of this Agreement and the Service Agreements, (b) be responsible for the accuracy and quality of Personal Information and any information, data, Service User's Marks or other content provided by the Service User to the Service Provider (the "**Service User Data**"), and the legality of the means by which Service User acquired such Service User Data and provided it to the Service Provider, (c) to prevent access to or use of the Services by any person not authorized to use or access the Services, and notify Service Provider promptly of any such unauthorized access or use, and (d) use the Services only in accordance with this Agreement, Service Agreements, and applicable laws and government regulations.

3. PAID SUBSCRIPTIONS & SERVICES

a) Any paid subscriptions, plans and Services (the "**Paid Services**") consumed by Service User may be subject to additional terms and agreements which are specific to such Paid Services.

b) Service User is obligated to pay all fees due for such Paid Services to Service Provider in accordance with the price and terms set for such Paid Services, and Service User understands that Venturebase reserves the right to change its pricing for Paid Services over time.

c) Venturebase reserves the right to suspend or cancel a Service User's use of Paid Services in response to non-payment by Service User for such Paid Services.

d) For Paid Services, Service User agrees to provide a digital payment method that may be stored for future payments and automatic renewals.

4. SERVICES USER DATA, MARKS & LICENSE

a) **Protection of Service User Data.** Service Provider will maintain commercially reasonable administrative and technical safeguards for protection of the security, confidentiality and integrity of Service User Data. Service Provider does not guarantee the security, confidentiality, or integrity of the Service User Data provided by the Service User to the Service Provider. Service User agrees that Service Provider shall not be responsible or liable in any aspect with respect to the Service User Data.

b) **Ownership and Non-Exclusive License of Service User Data.** Service User owns all of the original content that Service User posts to the Venturebase platform, but Service User also grants Venturebase a non-exclusive license to all of the content Service User submits, posts or shares on the Venturebase platform and a worldwide, transferable and sublicensable right to access, monitor, analyze, use, distribute, copy, modify, perform, display, share, host and process any such Service User Data without compensation to Service User or further consent from or notice to Service User. Furthermore, this non-exclusive right relates to the following provisions and limitations:

i) Service User may cancel this non-exclusive license by removing the content from the Venturebase platform or by closing or deactivating Service User's Venturebase account, provided that (a) such content has not been previously shared, copied or redistributed by other recipients, (b) a sublicensing event of the content occurred prior to the content removal or (c) Venturebase is required by law to retain such content and information.

ii) Services User's original content may exist on the Venturebase platform (and Venturebase's related materials) alongside advertising content and other social media features such as reactions and impressions, and Service User is not entitled to compensation for any such adjacent placement of these feature alongside Service User's content.

iii) Service User understands that through the Venturebase platform they may share information and original content with other parties and Service Users, and that Venturebase will make best efforts to adhere to the visibility and permissions settings administered by the Service User for their account's sharing preferences, but in no such event, and independent of the state of any such visibility settings, is Venturebase liable for any resulting effect of a Service User publishing and sharing information on the Venturebase platform. Furthermore, Service User understands that Venturebase has no obligation to publish or host specific content on behalf of Service User.

iv) Venturebase reserves the right to make formatting and stylistic changes to the presentation of Service User's original content, provided that such changes do not materially affect or alter the substance of the original Service User's content.

v) All Service User original content, data and information that the Service User designates as publicly-available through the settings on the Venturebase platform (the "**Public Service User Data**") can be used by Venturebase at its discretion across any other media, data digest or communication medium that is reasonably believed to be publicly-available by its nature, and Venturebase may also sell access to such Public Service User Data and related reports and collections without the Service User being entitled to receive compensation for such distribution.

vi) Venturebase will make best efforts to not directly share or expose Service User Data that the Service User has designated as non-public through the settings on the Venturebase platform ("**Non-Public Service User Data**") to other Services Users or third parties that the Service User has not authorized to view such Non-Public Service User Data. Further, Service User consents that in order for Venturebase to deliver its platform and Services, Venturebase has the right to monitor, analyze, filter and rely on such Non-Public Service User Data which it may use to present targeted advertisements, marketing, promotions or business opportunities, in which Venturebase may receive payment from other Service Users, third parties and partners in exchange for and in conjunction with the placement and distribution of such targeted material and in which Service User is not entitled to payment for any such transaction, provided that any such other, external and third parties related to such targeted advertising, promotions, marketing or business opportunities do not have direct access to the Non-Public Service User Data in which they are not authorized by Service User to access and view.

vii) Venturebase has the right analyze, review, generate and sell data and reports to other Services Users and third parties for outputs that represents aggregated and non-Service User specific data, analytics, trends and insights, provided that such data digests and collections to do not directly expose any Non-Public Service User Data of Service User to any other Service User or third party in which Service User has not authorized to access and view such information.

viii) Service Users acknowledges and agrees that the Service Provider shall not pay any royalties with any use of Service User Data.

ix) Service User agrees to only submit information to the Venturebase platform that Service User has the permission to submit, share and distribute, and Service User also agrees to use its best efforts to only submit accurate information to the Venturebase platform.

c) **License of Service User's Name and Trademarks.** In addition any other non-exclusive license granted by Service User to Service Provider under this Agreement and its related Service Agreements, Service User hereby grants Venturebase a non-exclusive right and license to use Service User's name and such of Service User's trade names, trademarks, and service marks (collectively, "**Service User's Marks**") or any of Service User's materials otherwise provided to Service Provider in connection

with this Agreement (a) on Service Provider's own websites, (b) in printed and online advertising, publicity, directories, newsletters, and updates describing Service Provider's services and products, including in emails and other communications sent by the Service Provider to Service Users on behalf of the Service User, and, (c) in applications reasonably necessary and ancillary to the foregoing. Service User represents and warrants that it owns the Service User's Marks or possesses a license permitting the Service User to use the Service User's Marks in the manner contemplated by this Agreement, including Service Provider's use thereof.

d) **Transmission of Data.** Service User agrees, acknowledges, and confirms that the Services are delivered as a "software-as-a-service" and understands that the technical processing and transmission of Service User Data from the Service User to the Service Provider is fundamentally necessary to use of the Service. Service User is responsible for securing an appropriate internet connection and up-to-date internet browser software in order to use the Services. Service User expressly consents to Service Provider's interception and storage of Service User Data, and Service User acknowledges and understands that Service User's compliance with this Agreement will involve transmission of Service User Data over the internet, and over various networks, only part of which may be owned and/or operated by Service Provider, and that, as a result, Service User Data may be accessed by unauthorized parties when communicated across the internet, network communications facilities, telephone or other electronic means. Service User agrees and acknowledges that Service Provider is not responsible or liable for any Service User Data transmitted by Service User to the Service Provider that is delayed, lost, altered, intercepted or stored during transmission across networks not owned and/or operated by Service Provider, including, but not limited to, the internet and Service User's local network. Furthermore, the Service User agrees and acknowledges that Service Provider shall not be responsible or liable for the protection or privacy of email or other information transferred through the internet or any other network that the Service User or Service User elect to use.

e) **Personally Identifiable Information & Privacy Policy.** Service User may submit personally identifiable information to the Venturebase platform, and such information and actions must strictly adhere to the terms and provision set forth in the Privacy Policy located at <https://www.venturebase.app/legal>.

f) **Account Deactivation and Data Retention.** Upon termination (as defined in Section 10 of this Agreement), which may be invoked by a Service User electing to close and deactivate Service User's Venturebase account, Service Provider will have no ongoing obligation to maintain, store or make available any Service User Data, unless otherwise required by law.

5. SERVICE AVAILABILITY & UPDATES

a) **Services Functionality & Storage.** With the exception of any provision of Services or features specifically required to be supported for a Service User via a Subscription Agreement or other terms or agreements of any Paid Services, Service User agrees to use the Venturebase services as-is, and acknowledges and consents that Venturebase has no obligation to provide any specific features, functionality or data storage on an ongoing basis, and Venturebase can limit or eliminate any features, functionality or data storage at its sole discretion and at any time.

b) **Software Updates and Modifications.** From time to time, and with or without notice, Service Provider may update or change the Services and Software for any reason, including but not limited to, (a) to maintain compliance with applicable law; (b) to fix known problems or errors; and/or (c) to enhance or change functionality or features of the Services. Service Provider makes no warranty that such updates will not affect Service User's use of the Services or introduce new but unknown problems or errors into the Services or the Software. Service Provider shall not be liable to Service User nor to any third party for any modifications of the Services or Software. For purposes of this Agreement, "***Software***" means the software

products, in object code form, and related documentation, including any error corrections, modifications and updates thereto provided by Service Provider to Service User under this Agreement.

c) **Beta Services.** From time to time, Service Provider may make Beta Services available to Service User at no additional charge. Service User may choose to try such Beta Services or not in Service User's sole discretion. Beta Services are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. Beta Services are not considered "Services" under this Agreement, however, all restrictions, Service Provider's reservation of rights and Service User's obligations concerning the Services, and use of any related applications or content, shall apply equally to Service User's use of Beta Services. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available without the applicable Beta Services designation. Service Provider may discontinue Beta Services at any time in Service Provider's sole discretion and may never make them generally available. Service Provider will have no liability for any harm or damage arising out of or in connection with a Beta Service. As used in this Agreement, "***Beta Services***" means services or functionality that may be made available to Service User to try at its option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

6. GENERAL & ACCEPTABLE USE OF SERVICES

a) **Acceptable Uses.** Service User, whether a Visitor or Member, agrees to the following acceptable uses, and further agrees, confirms, and acknowledges that Service Provider may terminate a Service User's access to the Services in the event the Service Provider determines, in Service Provider's sole discretion, that a Service User has violated the terms and provisions of acceptable uses of Venturebase's Service set forth below. Service User expressly consents that it will not use the Venturebase platform and the Services for the following:

- i) any actions that violate any law, statute, ordinance or regulation;
- ii) create a false identity, or misleading individual or entity identity, for a Member account on the Venturebase platform, or conduct any other fraudulent behavior;
- iii) create or develop bots, crawlers, automated systems and other software to scrape, copy, distribute, message, post, upload or mutate data and information on the Venturebase platform;
- iv) reverse engineering or unlawfully copy or recreate Venturebase Software, systems, processes and methodologies;
- v) introduce or submit malicious software, malware, viruses or other destructive digital threats to the Venturebase platform;
- vi) impersonate Venturebase or its platform functionality and Services;
- vii) abuse and affect Venturebase functionality in a manner that invokes unreasonable or unintended load on Venturebase's platform and systems, including spamming;
- viii) promotion of hate, violence, racial or sexual discrimination and intolerance;
- ix) financial exploitations and similar crimes;
- x) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction;

xi) attempt to bypass, override or circumvent any security feature of the Venturebase platform;

xii) encourage, promote, facilitate or instruct others to engage in illegal activity;

xiii) conduct activities relating to transactions involving the selling or promotion of any of the following:

(1) illegal goods or services, including illegal digital and virtual goods,;
(2) narcotics, cigarettes, steroids, certain controlled substances or other products that present a risk to consumer safety, including any and all drug paraphernalia,
(3) items that are generally considered obscene in nature,
(4) certain sexually oriented materials or services, such as pornography/sexually explicit content,
(5) involve the sales of products or services identified by government agencies to have a high likelihood of being fraudulent;

xiv) relate to transactions that:

(1) show the personal information of third parties in violation of applicable law,
(2) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or certain multi-level marketing programs,
(3) are associated with purchases of annuities or lottery contracts, off-shore banking or transactions to finance or refinance debts funded by a credit card,
(4) are involved with traveler's checks, money orders, currency exchanges or check cashing businesses, or
(5) involve offering or receiving payments for the purpose of bribery or corruption.

b) **General Usage Restrictions.** Service User's use of the Services shall not include service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single Service User account login, or time-sharing of the Services. Service User shall not (a) publish, post, upload or otherwise transmit any information or data on, over, or through use of the Services that contains any viruses, "Trojan horses", worms, time bombs, corrupted files or other computer programming routines that are intended to or likely to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another; (b) use or permit the use of any tools in order to probe, scan or attempt to penetrate or benchmark the Services. Service User shall comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the Services.

c) **Spam Issues & Related Usage Restrictions.** Service User may invoke invitations on the Venturebase platform to invite or encourage other Service Users to engage and follow Service User's online Venturebase profile, and Service User hereby consents to reasonably avoid spamming or overloading of such functionality. Further, Service User shall not use the Services or Software to send "spam" (as defined by Spamhaus website at <https://www.spamhaus.org>). Service User should comply with all applicable laws related to privacy, electronic communications and anti-"spam" legislation.

7. SERVICE PROVIDER INTELLECTUAL PROPERTY & LICENSE

a) **Ownership.** Service User expressly acknowledges that, as between Service Provider and Service User, Service Provider owns all worldwide right, title and interest in and to the Services and the Software, including all worldwide Intellectual Property Rights therein. Service User will not delete or in any manner alter the copyright, trademark, and other proprietary rights notices appearing on the Software

as delivered to Service User. As used in this Agreement, “*Intellectual Property Rights*” means patent rights (including patent applications and disclosures), copyrights, trademarks, trade secrets, know-how and any other intellectual property rights recognized in any country or jurisdiction in the world.

b) **Grant of License.** Subject to Service User’s compliance with the terms and conditions of this Agreement and the Service Agreements (including, without limitation, payment of the applicable fees associated with any Paid Services), Service Provider grants to Service User a non-exclusive license to use the Services and the Software only in the manner contemplated in this Agreement and the Service Agreements.

c) **License Restrictions.** Service User acknowledges that the Services and Software constitutes and contains trade secrets of Service Provider, and Service User shall not permit any third party to: (a) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Services or the Software or any part thereof or otherwise attempt to discover any source code or modify the Services in any manner or form; (b) use the Services or the Software for the purpose of building a similar or competitive product or service; (c) obtain unauthorized access to the Services or Software (including without limitation permitting access to or use of the Services or Software via another system or tool, the primary effect of which is to enable input of requests or transactions by non-authorized Service Users); or (d) sublicense or resell any of the Services or Software to any third parties without the prior written consent of Service Provider.

d) **Limited Rights.** Service User’s rights in the Software will be limited to those expressly granted in this Agreement. Service Provider reserves all rights and licenses in and to the Software not expressly granted to Service User under this Agreement.

8. LIMITATION OF LIABILITY; INDEMNIFICATION

a) IN NO EVENT WILL SERVICE PROVIDER BE LIABLE TO SERVICE USER FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE SERVICES, OR OTHER ECONOMIC LOSS, WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ANY CLAIM FOR RECOVERY IS BASED ON THEORIES OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, IN NO EVENT WILL SERVICE PROVIDERS’S AGGREGATE LIABILITY TO SERVICE USER AND ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT EXCEED ANY FEES PAID BY SERVICE USER TO THE SERVICE PROVIDER FOR THE SERVICES IN THE TWELVE MONTH PERIOD PRECEEDING THE CLAIM OR ACTION, REGARDLESS OF THE FORM OR THEORY OF THE CLAIM OR ACTION. IN NO EVENT WILL SERVICE PROVIDER BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM SERVICE USER DATA PROVIDED BY SERVICE USER, AND SERVICE PROVIDER HEREBY DISCLAIMS ANY AND ALL LIABILITY RELATING THERETO. The parties expressly acknowledge and agree that Service Provider has set its prices and entered into this Agreement in reliance upon the limitations of liability specified herein, which allocate the risk between Service Provider and Service User and form a basis of the bargain between the parties.

b) **Indemnification by Service User.** Service User shall, at its own expense, defend, indemnify and hold harmless Service Provider, its officers, directors, employees, attorneys, and other service providers (“*Service Provider Indemnified Persons*”) from and against any claims, suits, proceedings, liabilities, losses, damages and expenses, including court costs and reasonable attorneys’ fees, paid, suffered or

incurred by, or imposed upon any Service Provider Indemnified Person to the extent relating to, arising in whole or in part out of, or resulting directly or indirectly from: (a) Service User's or any Service User's use of the Services and Software; (b) Service User Data provided by the Service User to the Service Provider, including, without limitation, any claims related to or arising from any Personal Information, the Service User's Marks, PCI DSS; and (c) a breach of Service User's representations, warranties, and covenants.

9. WARRANTY AND DISCLAIMER

a) **Disclaimer of Warranties.** Service User assumes sole responsibility and liability for results obtained from the use of the Services and for conclusions drawn from such use. Service User agrees and acknowledges that the Service Provider makes no guarantees or gives any warranty with respect to the performance of the Services and the Software, including with respect to any results to be obtained through the use hereof. Service Provider will have no liability for any claims, losses, or damage caused by errors or omissions in any information provided to Service Provider by Service User in connection with the Services or any actions taken by Service Provider at Service User's direction. Service Provider will have no liability for any claims, losses or damages arising out of or in connection with Service User's or any authorized Service User's use of any third-party products, services, software or web sites that are accessed via links from within the Services.

b) SERVICE PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT, THE SOFTWARE, OR THE SERVICES. WITHOUT LIMITING THE FOREGOING, EXCEPT AS EXPRESSLY PROVIDED HEREIN, SERVICE PROVIDER DISCLAIMS ANY WARRANTY THAT THE SERVICES AND SOFTWARE WILL BE ERROR FREE OR UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED. SERVICE PROVIDER FURTHER DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE SERVICES AND SOFTWARE AS TO MERCHANTABILITY, ACCURACY OF ANY INFORMATION PROVIDED, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SERVICE PROVIDER FURTHER DISCLAIMS ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SERVICE PROVIDER OR ELSEWHERE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES IN CERTAIN CIRCUMSTANCES. ACCORDINGLY, SOME OF THE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY.

10. TERM AND TERMINATION

a) **Term.** This agreement will remain in effect until terminated, and except for any similar Term or Termination provisions set forth in a related agreement for Paid Services, a Subscription Agreement or other Service Agreement, Service Provider or Service User may terminate this Agreement at any time. If Service User elects to close and deactivate Service User's Venturebase account, then upon such deactivation this Agreement will be terminated, except for sections of this Agreement which should reasonably survive such termination.

b) **Causes for Immediate Termination.** Service Provider reserves the right to immediately terminate the Services, this Agreement, and the Service Agreements if the Service User:

i) uses Personal Information that it is not authorized to use, or provides Service Provider with Service User Data the Service User is not authorized to provide;

ii) violates any term or provision of this Agreement.

c) **Suspension for Delinquent Payments.** Service Provider reserves the right to immediately suspend the Services and related items or matters if any payment specified to be made by the Service User to the Service Provider related to a Subscription Agreement, any other agreements associated with Paid Service is due but unpaid. Service User agrees that Service Provider shall not be responsible or liable to Service User or to any of its affiliates or other third party for any suspension of the Services pursuant to this Section.

d) **Suspension for Ongoing Harm.** Service Provider may, with reasonable electronic notice to Service User, suspend access to the Services if Service Provider reasonably concludes that the Services is being used in a manner in violation of this Agreement or any Service Agreement. Service User agrees that Service Provider shall not be responsible or liable to Service User nor to any third party for any suspension of the Services under such circumstances as described in this Section.

e) **Termination for Cause, Expiration.** Either party may immediately terminate this Agreement, any Subscription Agreement or other Paid Service agreement which reference and rely upon this Agreement and all Service Agreements issued hereunder in the event the other party commits a material breach of any provision of this Agreement or any other such agreements reference herein which is not cured within thirty (30) days of written notice from the non-breaching party. Without limiting the foregoing, the parties hereto agree that Service User not paying fees owed by Service User to the Service Provider by the due date for such fees shall be considered a material breach of this Agreement. With respect to the Service Provider, this provision shall be in addition to those rights granted to the Service Provider in Section 10(b) hereof. Upon termination or expiration of this Agreement, Service User shall have no rights to continue use of the Services or the Software, and any related licenses or rights relating thereto shall terminate immediately. If this Agreement and any associated Paid Services agreement is terminated by Service User for any reason other than a termination expressly permitted by this Agreement, then Service Provider shall be entitled to all of the fees due under this Agreement or any associated Paid Services agreement for the entire term specified in the Paid Services agreement or any other Service Agreement.

11. GENERAL PROVISIONS

a) **Relationship of Parties.** This Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the Service Provider and Service User. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

b) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Virginia, without giving effect to that body of laws pertaining to conflict of laws.

c) **Notices.** Any and all notices required or permitted to be given to a party pursuant to the provisions of this Agreement and any Service Agreement will be in writing and will be effective and deemed to provide such party sufficient notice on the earliest of the following: (a) by electronic communication, including email, to the notified party, (b) at the time of personal delivery, if delivery is in person; (c) one (1) business day after deposit with an express overnight courier for United States deliveries, or two (2) business days after such deposit for deliveries outside of the United States, with proof of delivery from the courier requested; (d) three (3) business days after deposit in the United States mail by certified mail (return receipt requested) for United States deliveries. Each party hereto may update its contact information by giving notice to the other party in accordance with the provisions of this Section or by means

of Service User updating designated contact information within the Venturebase platform, or by Service Provider updating its contact information on its websites made available to Service Users.

d) **Further Assurances; Force Majeur.** The parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement. Neither party will be responsible for any failure or delay in its performance under this Agreement or any Service Agreement (except for any payment obligations) due to causes beyond its control (irrespective of whether any amount of efforts, whether commercially reasonable or not, would cause such events to be under Service Provider's control), including, but not limited to, hacker activity, disruption of data center operations hosting the Services or Software, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, terrorism, riots, environmental disasters/anomalies or governmental action.

e) **Titles and Headings.** The titles, captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement. Unless otherwise specifically stated, all references herein to "sections" and "exhibits" will mean "sections" and "exhibits" to this Agreement.

f) **Entire Agreement.** This Agreements and the documents referred to herein, including but not limited to the Service Agreements, constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior understandings and agreements, whether oral or written, between or among the parties hereto with respect to the specific subject matter hereof.

g) **Severability.** If any provision of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement. Notwithstanding the forgoing, if the value of this Agreement based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through negotiations.

h) **Pronouns.** All pronouns used in this Agreement shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons, entity or entities may require.

i) **Contacting Venturebase.**

i) For any notice or communication from Service User to Venturebase with regard to this Agreement, Service User may email Venturebase at legal@venturebase.app

ii) For any support-related inquiries by Service User with regard to the use of the Services, Service User may email Venturebase at support@venturebase.app

iii) For all other general inquires, Service User may email Venturebase at info@venturebase.app