

Fundify Funding Portal, LLC

Terms of Use

Last Updated: December 9, 2025

Fundify Portal, LLC (“Fundify Portal,” “we,” “our,” or the “Company”) is a Securities and Exchange Commission (“SEC”) registered funding portal and a member of the Financial Industry Regulatory Authority, Inc. (“FINRA”). These Terms of Use (“Terms”) govern your use of our website and/or mobile application (collectively, the “Platform”) and services offered by Fundify Portal to you via the Platform (collectively, the “Services”). These Terms constitute a legally binding agreement between you and Fundify Portal and are legally binding with respect to all activities and services relating to the Platform and the Services.

Please read these Terms carefully. By accessing or using the Platform or Services, you agree to be bound by these Terms. If you do not understand or do not agree with these Terms, do not use the Platform.

THE SECTIONS BELOW TITLED “ARBITRATION” AND “CLASS ACTION WAIVER” CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM.

1. Services; Fundify Portal Account

Fundify Portal operates as a funding portal through the Platform, which is an online platform where businesses (“Issuers”) may seek to raise capital from investors (“Investors”) under Section 4(a)(6) of the Securities Act of 1933, as amended (the “Securities Act”) and the regulations promulgated thereunder (“Reg CF”). Subject to the requirements under Reg CF, Investors may browse offerings, invest in Issuers, participate in permitted discussions, and access educational materials.

You do not need an account to visit or access the Platform; however, certain of the Services, including investing in an offering under Reg CF through the Platform, require you to open an account with Fundify Portal (a “Fundify Portal Account”) and create a username/password (“Credentials”). When registering for a Fundify Portal Account, you agree to: (a) provide true, accurate, current and complete information; and (b) maintain and promptly update the information to ensure that it remains true, accurate, current and complete.

You represent that you are at least eighteen (18) years old, of legal age to form a binding contract, a natural person who is a citizen or other lawful resident of the United States and who is located in the United States, and not a person barred from using the Services under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for maintaining the security of your Credentials. In no event shall you share your Credentials with any third-party or allow another person to access the Services using your Credentials. You agree to monitor your Fundify Portal Account and restrict use by any other persons, including minors, and you will accept full responsibility for any such unauthorized use. You shall immediately notify us if you have any reason to believe that your Credentials have been lost, compromised, or misused.

in any way, and report any unauthorized or suspicious activity in your Fundify Portal Account. You are fully and solely responsible for any and all use of the Services using your Fundify Portal Account and/or Credentials.

We reserve the right to suspend, revoke, or deactivate your Credentials and/or your Fundify Portal Account if you violate these Terms. We reserve the right to remove or reclaim any username at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party's rights. You agree not to create an account or use the Platform and the Services if you have been previously removed by Fundify Portal, or if you have been previously banned, suspended or had your rights revoked from the Platform and/or the Services.

By agreeing to these Terms or using the Platform and/or the Services, you agree to receive communications from us, including via e-mail. Communications from us and our affiliated companies may include but are not limited to: operational communications concerning your Fundify Portal Account or the use of the Services, updates concerning new and existing features on the Platform and the Services, communications concerning promotions run by us or our third-party partners, and news concerning Fundify Portal and industry developments. IF YOU WISH TO OPT OUT OF PROMOTIONAL EMAILS, YOU CAN UNSUBSCRIBE FROM OUR PROMOTIONAL EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL EMAIL ITSELF.

2. Acceptance of Terms; Changes to Terms

The Service is offered subject to acceptance of all the terms contained in these Terms. By using or accessing the Platform, you agree to be bound by these Terms. We may also require affirmative acceptance (*e.g.*, checking a box). We reserve the right, at our sole discretion and without prior notice, to change, suspend, or discontinue the Service or any feature at any time by posting updates on the Platform. We may notify you of any material changes to these Terms by email or by notice via the Platform. Unless stated otherwise, changes take effect on the date posted. Your continued use of the Platform constitutes acceptance of any updates.

If you violate any provision of these Terms, Fundify Portal may in its sole discretion terminate your Fundify Portal Account or suspend or terminate your access to the Platform or Services at any time for any reason or no reason, with or without notice.

Fundify Portal also reserves the right to modify or discontinue the Service at any time (including limiting or discontinuing certain features of the Service), temporarily or permanently, with or without giving notice to you. We will have no liability whatsoever on account of any change to the Service or any suspension or termination of your access to or use of the Service.

3. Privacy Policy and Other Agreements

Fundify Portal maintains a Privacy Policy available [here](#). Our Privacy Policy is integrated into these Terms. You may be required to agree to additional terms depending on your use of the Platform (*e.g.*, investment agreements, electronic delivery agreements). Those additional terms

form part of these Terms once accepted. These Terms supersede all prior or contemporaneous communications.

4. Intellectual Property

The Platform and the Services contain content, such as software, text, graphics, images, designs, sound recordings, audiovisual works, and other material provided by or on behalf of Fundify Portal (collectively referred to as the “Content”). Content may be owned by us or third parties. Content is protected under both United States and foreign laws. Unauthorized use of Content may violate copyright, trademark, and other laws. You have no rights in or to any Content (unless otherwise provided), and you will not use the Content except as permitted under these Terms. No other use is permitted without prior written consent from us. You must retain all copyright and other proprietary notices contained in the original Content on any copy you make of Content. You may not sell, transfer, assign, license, sublicense, or modify Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use Content in any way for any public or commercial purpose. The use or posting of Content on any other website, in a networked computer environment, or any other digital property for any purpose is expressly prohibited. Elements of the Platform and the Services are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors.

The trademarks, service marks, and logos of Fundify Portal and/or its affiliates (the “Fundify Marks”) used and displayed on the Platform and the Services are registered and unregistered trademarks or service marks of Fundify Portal. Other company, product, and service names located on the Platform and the Services may be trademarks or service marks owned by others (the “Third-Party Marks,” and, collectively with Fundify Marks, the “Marks”). Nothing on the Platform and the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Marks, without our prior written permission specific for each such use. Use of the Marks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of the Fundify Marks inures to our benefit.

The Platform is the property of Fundify Portal and/or its affiliates. Unless noted otherwise, all Content on the Platform is our property or the property of our licensors and protected by federal, state, and international laws, including copyright laws. All rights are reserved. On the condition that you are eligible to use our Platform and/or access and use the Services, Fundify Portal hereby grants you a limited license to (i) access and use the Platform in accordance with the terms of these Terms and other agreement(s) between you and Fundify Portal; and (ii) download or print a copy of any portion of the Content on the Platform solely in connection with your use of the Platform and/or Services; provided, however, that you retain all trademark, copyright and other proprietary notices on any Content you download or print and that all downloads or copies remain subject to these Terms and our property or the property of our licensors as the case may be.

Except as may be provided in the immediately preceding sentence, we do not grant to you, any User, or any other person any right to use, reproduce, copy, modify, transmit, display, publish, sell, license, create derivative works, or distribute by any means, method, or process whatsoever, now

known or hereafter developed, any of the Content on or transmitted through any of our Platform. Any use of the Platform or Content, except as specifically permitted in these Terms or in writing signed by an authorized representative of Fundify Portal is prohibited.

For users that are businesses or other entities, or persons acting on behalf of businesses or other entities, the limited license to access and use the Platform and Services granted above in this section shall be deemed granted to the business or entity member and to those authorized representatives of the business or entity that act on behalf of the business or entity in using or accessing the Platform or Services.

You are solely responsible for content relating to any personal information, business information (if applicable), or other content displayed or otherwise shared through the Platform (“User Content”) that you post on or through the Platform or transmit to or share with other users on or through the Platform. You represent and warrant that you own all of your User Content or you have all rights that are necessary to grant us the license rights in your User Content under these Terms. You also represent and warrant that your User Content, your use and provision of your User Content to be made available through the Platform, and any use of your User Content by us will not infringe, misappropriate or violate a third-party’s intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. You understand and agree that Fundify Portal may, but is not obligated to, review and delete or remove (without notice) any User Content in its sole discretion, including without limitation, User Content that in the sole discretion of Fundify Portal violates these Terms or might be offensive or illegal.

By posting User Content to any part of any of the Platform or through any of our Services, you automatically grant, and you represent and warrant that you have the right to grant, to Fundify Portal an irrevocable, perpetual, non-exclusive, transferable, fully-paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such User Content for any purpose on or in connection with the Platform and Services or the promotion of them, to prepare derivative works of such User Content, or incorporate it into other works, and to grant and authorize sublicenses of the foregoing. You may remove your User Content from the Platform at any time. If you choose to remove your User Content, the license granted above will not expire.

You may review User Content posted by other users on the Platform if it is on a portion of the Platform you are authorized to access, but you are not authorized to disclose any User Content posted by any users other than yourself for any purpose.

5. Representations and Warranties

By accessing and/or using any part of the Platform and/or the Services, you represent and warrant that:

- Prior to opening a Fundify Portal Account, you have accessed, read, and understood the educational materials made available to you via the Platform (“Educational Materials”);

- You have read and understand the Educational Materials, including the risks associated with making an investment in securities offered and sold under Reg CF, and will review the Educational Materials from time-to-time to ensure that you are informed of the risks and procedures related to Reg CF, including prior to making an investment in an offering via the Platform;
- You understand that investment commitments in any issuer on the Platform can be canceled until forty-eight (48) hours prior to each issuer's next closing or offering deadline;
- You understand that investing in an issuer on the Platform, now and in the future, when combined with all of your other Reg CF investments during any twelve (12)-month period on any intermediary (as that term is defined under Reg CF), does not and will not exceed your Reg CF investment limit, and you agree to make timely updates to the information you provide to Fundify Portal on the Platform, including disclosure to Fundify Portal of any Reg CF investments made through another portal or changes in your status as an accredited investor (as that term is defined under Rule 501(a) promulgated under the Securities Act), to ensure you do not exceed regulatory investment limits;
- You will use your own judgment before making any decision to invest any amount of money in any security made available through the Platform;
- You are solely responsible for complying with applicable law regarding any transaction, including, without limitation, the determination of whether any investment complies with the terms of local law (whether the law of a U.S. state, or the law of any foreign government with jurisdiction over you);
- You will obtain professional advice as is appropriate to protect your interests, including any legal, accounting, financial, or other relevant advice;
- You understand that Fundify Portal does not act as an investment advisor in relation to securities made available through the Platform, is not providing any advice related to such securities, and will not be, in any way responsible for the success or failure of any investments made through the Platform; and
- You agree that all information you provide is truthful, accurate, and complete. If any information becomes inaccurate, you must provide notice to Fundify Portal of the changes and immediately make the updates or corrections.

6. Use of the Platform

You agree to use the Platform solely for its intended purpose in accordance with lawful purposes and these Terms. You must not use the Platform to engage in any activity or behavior that violates any applicable federal, state, local, or international law or regulation. You agree to fully abide by and comply with the Terms stated herein.

You understand and agree that:

- Fundify Portal, at no time, holds customer funds or securities and any Investor funds are transmitted directly to a qualified third-party escrow agent or bank;
- Fundify Portal does not provide investment, tax, accounting, legal, financial, or regulatory advice;
- Information about Issuers is provided by Issuers and not by Fundify Portal and that you are solely responsible for your own investment decisions and are responsible for conducting your own diligence before making any investments;
- You must consult your own advisors regarding any investment; and
- Fundify Portal does not guarantee the performance of any issuer and that past performance is not indicative of current or future performance.

You further understand and agree that:

- you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit any of the Platform and the Services, including any Content contained therein;
- you shall not frame or utilize framing techniques to enclose any trademark, logo, or other parts of the Platform and the Services (including images, text, page layout or form);
- you shall not use any metatags or other “hidden text” using Fundify Portal’s name or trademarks;
- you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer all or any part of the Platform and the Services including, without limitation, the Content (including any infrastructure, software programs, trade secrets, know-how, processes, features, functionalities, algorithms, templates, data, information and intellectual property incorporated therein, and/or used by Fundify Portal to operate and provide the Platform, and/or the Services, and all enhancements, derivative works, extensions, improvements or other modifications thereto), except to the extent the foregoing restrictions are expressly prohibited by applicable law;
- you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Platform and the Services (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials);

- except as expressly stated herein, no part of the Platform and the Services, including the Content, may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means;
- you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Platform and the Services, including the Content;
- you shall not access or use the Platform and the Services in an unlawful way or for an unlawful or illegitimate purpose, including without limitation any violation of the antifraud or registration provisions of the securities laws of the U.S. or any state therefore;
- you shall not take any action or post or transmit via the Platform and the Services any content (i) under a false name; (ii) that is unlawful, libelous, defamatory, obscene, fraudulent, predatory of minors, harassing, threatening, misleading, deceptive or hateful to any person, including Fundify Portal; (iii) information that infringes or violates any of the intellectual property rights of others or the privacy or publicity rights of others; (iv) that constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (v) that involves commercial activities and/or sales, such as contests, sweepstakes, barter, advertising, or pyramid schemes without Fundify Portal's prior written consent; or (vi) impersonates any person or entity, including any employee or representative of Fundify Portal;
- you shall not attempt to disrupt the operation of the Platform and the Services in any manner, including, but through the use of methods such as denial of service attacks, flooding or spamming and you will not transmit, distribute, introduce or otherwise make available in any manner through the Platform and the Services any computer virus, keyloggers, spyware, worms, Trojan horses, time bombs or other malicious or harmful code (collectively, "Harmful Code");
- you shall not use the Platform and the Services in any manner that could damage, disable or impair our Services or networks; and
- you shall not attempt to gain unauthorized access to any accounts or computer systems or networks, through hacking, password mining or any other means. Any future release, update or other addition to the Platform and the Services shall be subject to these Terms. Fundify Portal, its suppliers and service providers reserve all rights not granted in these Terms.

7. Compensation and Conflicts of Interest

Fundify Portal is compensated by Issuers that conduct Reg CF offerings on the Platform. Compensation may be paid in cash, in the form of Issuer securities, or a combination of both. The type and amount of compensation for each offering will be disclosed on the applicable offering page before you make an investment commitment.

Fundify Portal and its affiliates may receive Issuer securities as part of our compensation. This creates a potential conflict of interest. Any such interest will be disclosed on the applicable offering

page as required by Reg CF. Fundify Portal maintains policies and procedures reasonably designed to identify, disclose, and manage conflicts of interest consistent with applicable law. We do not provide investment recommendations or investment advice and will not solicit purchases, sales, or offers to buy any securities, except as permitted under Reg CF.

8. No Custody; Escrow; Flow of Funds and Refunds

Fundify Portal does not hold or control investor funds or securities. Investor funds are transmitted to, and held by, an unaffiliated bank or qualified escrow agent identified on each offering page (“Escrow Agent”) pursuant to an escrow agreement. Funds will be promptly returned to the applicable Investor if an offering is canceled, if the target offering amount is not met by the deadline, if the Issuer or Platform terminates the offering before closing, or if an Investor timely cancels or fails to reconfirm an investment commitment after a material change. The timing and method of any return of funds will be governed by the escrow agreement and applicable law.

9. Investor Cancellations; Material Changes; Closings

You further understand and agree that:

- Right to Cancel. You may cancel your investment commitment for any reason at any time until forty-eight (48) hours prior to the offering deadline stated on the offering page. If an offering deadline is extended, a new forty-eight (48) hour cancellation window will apply before the new deadline.
- Material Changes; Reconfirmation. If the Issuer makes a material change to the terms of the offering or to the information provided to Investors, you will receive notice and a request to reconfirm your investment commitment within the period specified in the notice. If you do not reconfirm within that period, your commitment will be canceled and your funds will be returned in accordance with the escrow agreement and applicable law.
- Multiple Closings; Rolling Closes. Issuers may conduct one or more closings after meeting applicable regulatory conditions, including rolling closes between the initial and final deadlines. Your investment will be included in a closing only if your commitment has not been canceled and has been reconfirmed when required.
- Issuer and Platform Discretion. Subject to applicable law, Issuers may extend or terminate their offering, and Fundify Portal may suspend or remove an offering from the Platform, including for compliance, fraud prevention, or operational reasons. These actions will be disclosed on the offering page and by notice to affected Investors when required.

10. Communications Channels; Moderation; Promoters

Each offering page includes a public communications channel through which users may submit questions and comments about the Issuer and the offering. Posting in the communications channel requires a registered account and disclosure of the poster’s identity. Anyone posting who is the Issuer, a founder, an employee, an officer/director, or a person compensated (directly or indirectly)

to promote the Issuer or the offering must clearly and prominently disclose that status and the nature of any compensation in each post.

Fundify Portal may moderate the communications channel and remove content that is unlawful, false, misleading, offensive, violates these Terms, or is otherwise inappropriate. Fundify Portal will not provide investment advice, make recommendations, or solicit purchases through the communications channel. Issuers are responsible for their statements and for ensuring that statements made by their promoters comply with applicable law.

11. KYC/AML; Sanctions Screening; Verification Authorization

To comply with applicable law, including anti-money laundering, counter-terrorist financing, and sanctions requirements, you authorize Fundify Portal and its service providers to verify your identity and eligibility, obtain consumer reports and other information from third parties, and conduct screening against government watchlists (including OFAC lists). You agree to promptly provide information and documentation we reasonably request, including information about your identity, beneficial ownership, and source of funds. We may restrict, suspend, or terminate your access to the Platform, and decline or reverse transactions, where required by law or where verification is not satisfactorily completed.

12. Links to Third-Party Websites or Resources

The Platform and/or Services may allow you to access third-party websites, services, or other resources (“Third-Party Services”). Fundify Portal provides access to Third-Party Services only as a convenience and is not responsible for the content, products, or services on or available from those resources or links displayed on such Third-Party Services. Additionally, Fundify Portal makes no representations or warranties concerning the content of such Third-Party Services, and the fact that access to such Third-Party Services is provided does not constitute any endorsement, authorization or sponsorship of such Third-Party Services. You acknowledge sole responsibility for and assume all risks arising from your use of any Third-Party Services.

13. Termination

You understand that we may modify, suspend or terminate all or a portion of the Platform and the Services at any time in our discretion without prior notice to you. We reserve the right, in our sole discretion, to revoke, terminate or suspend any privileges associated with accessing the Platform and the Services for any reason or for no reason whatsoever, including improper use of the Services or failure to comply with these Terms, and to take any other action, including without limitation denial of a registration, as we deem appropriate. You agree that Fundify Portal shall not be liable to you or any third-party for any termination of your access to the Platform and the Services. Fundify Portal Account termination may result in the forfeiture and destruction of all information associated with your Fundify Portal Account.

If you wish to terminate your Fundify Portal Account, you may do so by contacting Fundify Portal at legal@fundify.com. Upon termination of these Terms and/or your Fundify Portal Account, you shall destroy and remove from all computers, and other storage media all copies of Content (except

where retaining such Content is necessary to comply with applicable law, or is necessary to maintain an existing investment), that you acquired through the Services and cease using the Platform and the Services immediately. Any fees paid to Fundify Portal are non-refundable, unless otherwise specified and you shall remain obligated to pay all outstanding charges, if any, relating to your use of the Platform and the Services incurred prior to such termination.

All provisions of these Terms which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, indemnification, warranty disclaimers, and limitation of liability.

14. Copyright Notifications (DMCA)

Fundify Portal responds to notices of alleged copyright infringement in accordance with the Digital Millennium Copyright Act (“DMCA”). If you believe that Content on the Platform infringes your copyright rights, you may submit a written notification to our designated DMCA agent. Your notice must include all of the following information (please confirm these requirements with legal counsel or refer to 17 U.S.C. §512(c)(3)):

- A physical or electronic signature of the person authorized to act on behalf of the copyright owner;
- Identification of the copyrighted work claimed to have been infringed;
- Identification of the material that you believe is infringing, with information reasonably sufficient to permit us to locate the material on the Platform;
- Your contact information, including your address, telephone number, and email address;
- A statement that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in your notice is accurate and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

If you believe that material you posted was removed or disabled by mistake or misidentification, you may submit a counter-notification pursuant to 17 U.S.C. §512(g)(3). Your counter-notification must include:

- Your physical or electronic signature;
- Identification of the material that was removed or to which access was disabled, and the location where the material appeared before removal;
- A statement, under penalty of perjury, that you have a good-faith belief the material was removed or disabled as a result of mistake or misidentification;
- Your name, address, and telephone number; and
- A statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or any district where the service provider may be found if you reside outside the United States), and that you will accept service of process from the person who filed the original DMCA notice or their agent.

If a notification or counter-notification fails to comply with the DMCA’s requirements, it may not be effective. You acknowledge, accept, and agree that if we receive notice of a claim of copyright

infringement, we may immediately remove the identified materials from our Platform without liability to you or any other party. Any claims of the complaining party will be referred to the United States Copyright Office for adjudication as outlined in the DMCA.

Designated DMCA Agent
Jones and Spross, PLLC
1605 Lakecliff Hills Ln., Suite 100
Austin, TX 78732
Phone: (512) 693-7835

15. Indemnification

You agree to defend, indemnify, and hold Fundify Portal, its affiliates, and our and their respective officers, directors, employees, successors, licensees, and assigns (collectively, “Fundify Parties”) harmless from and against any claims, actions, or demands, together with all related damages, fees, costs, expenses and other losses (including, without limitation, reasonable legal and accounting fees), arising or resulting from: (i) your breach of these Terms; (ii) your misuse of the Platform, Content, or the Services; (iii) your failure to comply with any applicable laws and regulations; and/or (iv) your violation of any rights of another party. We shall provide notice to you of any such claim, suit, or proceeding. Fundify Portal reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with Fundify Portal in asserting any available defenses. You shall not settle any such claim without our prior written consent. This obligation shall survive these Terms and your use of the Services.

16. Disclaimer of Warranty

YOU UNDERSTAND AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE PLATFORM AND THE SERVICES IS AT YOUR SOLE RISK AND THE PLATFORM, THE SERVICES, AND THE CONTENT ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITH ALL FAULTS, WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, FUNDIFY PORTAL, ITS AFFILIATES AND ANY PERSON ASSOCIATED WITH FUNDIFY PORTAL AND ITS AFFILIATES, DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COURSE OF DEALING, OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, FUNDIFY PORTAL DOES NOT WARRANT THAT ACCESS OR USE OF THE PLATFORM AND THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED; NOR DOES FUNDIFY PORTAL, ITS AFFILIATES, OR ANY PERSON ASSOCIATED WITH FUNDIFY PORTAL OR ITS AFFILIATES, MAKE ANY REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, CURRENCY, QUALITY, COMPLETENESS, USEFULNESS, PERFORMANCE, SECURITY, LEGALITY OR SUITABILITY OF THE PLATFORM AND THE SERVICES, INCLUDING THE CONTENT;

THAT DEFECTS WILL BE CORRECTED; THAT THE PLATFORM AND THE SERVICES OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT THE PLATFORM AND/OR THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

YOU EXPRESSLY AGREE THAT YOUR USE OF THE PLATFORM AND THE SERVICES IS AT YOUR SOLE RISK. YOU SHALL BE SOLELY AND FULLY RESPONSIBLE FOR ANY DAMAGE TO ANY COMPUTER SYSTEM, ANY LOSS OF DATA, OR ANY IMPROPER USE OR IMPROPER DISCLOSURE OF INFORMATION CAUSED BY YOU OR ANY PERSON USING YOUR CREDENTIALS. FUNDIFY PORTAL CANNOT AND DOES NOT ASSUME ANY RESPONSIBILITY FOR ANY LOSS, DAMAGES OR LIABILITIES ARISING FROM THE FAILURE OF ANY TELECOMMUNICATIONS INFRASTRUCTURE, OR THE INTERNET OR FOR YOUR MISUSE OF ANY OF CONTENT ACCESSED THROUGH THE PLATFORM AND THE SERVICES. YOU UNDERSTAND THAT WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT THE PLATFORM AND THE SERVICES 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 THE PLATFORM AND THE SERVICES 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 PLATFORM OR ANY SERVICES OR DUE TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ANY WEBSITE LINKED TO IT.

YOU ACKNOWLEDGE AND AGREE THAT FUNDIFY PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD FUNDIFY PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL WEBSITES AND OTHER USERS OF THE PLATFORM AND THE SERVICES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU. AS A PART OF THE SERVICES, YOU MAY HAVE ACCESS TO MATERIALS THAT ARE HOSTED BY ANOTHER PARTY. YOU AGREE THAT IT IS IMPOSSIBLE FOR FUNDIFY PORTAL TO MONITOR SUCH MATERIALS AND THAT YOU ACCESS THESE MATERIALS AT YOUR OWN RISK.

TO THE EXTENT THAT ANY FUNDIFY PARTY MAY NOT AS A MATTER OF APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

17. Limitation of Liability

IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS: (I) NONE OF THE FUNDIFY PARTIES SHALL BE LIABLE FOR ANY

INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THIS AGREEMENT, WHETHER UNDER A THEORY OF BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, MALPRACTICE, ANY OTHER LEGAL OR EQUITABLE THEORY OR OTHERWISE, EVEN IF SUCH FUNDIFY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) THE FUNDIFY PARTIES TOTAL LIABILITY FOR ANY DIRECT DAMAGES ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO ONE HUNDRED US DOLLARS (\$100).

THE PLATFORM AND THE SERVICES MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. UNLESS REQUIRED BY APPLICABLE LAWS, WE ARE NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL OR TECHNICAL ERRORS LISTED ON THE PLATFORM AND THE SERVICES. WE RESERVE THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO THE PLATFORM AND THE SERVICES AT ANY TIME WITHOUT NOTICE.

FUNDIFY PORTAL ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT, USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN FUNDIFY PORTAL AND YOU.

18. Disclaimer of Risks

Nothing on the Platform shall be considered an offer to sell or a solicitation of an offer to buy any securities by Fundify Portal. All offers to sell securities are made by the Issuers themselves through their Form C and associated offering documents, and not by Fundify Portal. Fundify Portal's role is solely to provide the platform to facilitate the introduction of Investors and Issuers and the execution of transactions. We do not make recommendations or endorsements of any Issuer. Any investment decisions made by you are done at your sole discretion and risk.

Investments on the Platform are private transactions not reviewed or approved by the SEC or any state regulators in the way that registered offerings are. Neither the SEC nor any state agency has passed upon the merits or given approval to any securities offered on Fundify Portal. Reg CF offerings are subject to certain exemptions and limitations, and there is no assurance that an offering on our Platform complies in all respects with those exemptions, although we do our best to ensure compliance. You should be aware that if an Issuer or Fundify Portal does not comply with the requirements, your investment could be subject to rescission or other legal remedies. Fundify Portal disclaims any responsibility for an Issuer's failure to comply with applicable laws; that responsibility lies with the issuer (as well as with us for our own obligations). However, if you

have concerns about a particular offering's compliance, please bring it to our attention and/or to the attention of regulators.

Issuer materials may contain forward-looking statements, projections, or forecasts about future events or the Issuer's expected financial performance. These statements are speculative and inherently uncertain. Fundify Portal does not attest to the accuracy of any such forward-looking statements. Actual results may vary materially from any projections. Investors should not rely on forward-looking statements in isolation and should consider all risk factors and disclaimers provided by the Issuer.

19. Governing Law

These Terms shall be governed by the laws of the State of Texas without regard to its rules on conflicts or choice of law that would require or permit the application of the laws of any other jurisdiction. BY AGREEING TO THESE TERMS AND USING THE PLATFORM AND/OR THE SERVICES, YOU AGREE TO SUBMIT TO PERSONAL JURISDICTION IN THE STATE OF TEXAS FOR ALL PURPOSES AND YOU AGREE TO WAIVE, TO MAXIMUM EXTENT PERMITTED BY LAW, ANY RIGHT TO A TRIAL BY JURY FOR ANY MATTER. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. You understand that you may consult with counsel about agreeing to these Terms, and you agree that by using the Platform and/or the Services, you are voluntarily agreeing to these Terms.

20. Consent to Electronic Delivery of Documents; Electronic Delivery System

By agreeing to electronic delivery, I am giving my informed consent to electronic delivery of Fundify Portal's terms and conditions, agreements, transaction documents, notices, disclosures, statements, regulatory communications (such as privacy notices), tax-related documents, and any other information, documents, data, and records regarding my Fundify Portal Account and the Services (including amendments to this Agreement) ("Account Documents"), other than those I have specifically requested to be delivered in paper form. Account Documents may be sent to me at the mailing address for my Fundify Portal Account(s) or the email address that I have given to you during Fundify Portal Account registration or at such other address as I may hereafter give you in writing or by email at least ten calendar days prior to delivery. All communications so sent, whether in writing or otherwise, shall be deemed given to me personally when sent or posted by or on behalf of Fundify Portal, whether actually received or not. I agree that if you send an email to the email address on record for my Fundify Portal Account, this constitutes "written notice" from Fundify Portal to me, and that the date of receipt is considered to be the date of transmission. I understand that it is my sole responsibility to ensure that any emails from you are not marked as SPAM. I acknowledge that your primary methods of communication with me include (A) posting information via the Platform, (B) sending email(s) to my email address of record, and (C) providing me with notice(s) that will direct me to the Platform where I can read and print such information. Unless otherwise required by law, you reserve the right to post Account Documents

on the Platform without providing additional notice to me. Regardless of whether or not I receive an e-mail notification, I agree to check the Platform regularly to avoid missing any information, including time-sensitive or otherwise important communication. Additionally, I acknowledge that the Internet is not a secure network and agree that I will not send any confidential information, including account numbers or passwords, in any unencrypted e-mails. I also understand that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties and agree to hold you, your affiliates, and your and your affiliates' respective officers and employees harmless for any such access regardless of the cause. In addition:

- **Responsibility to Review Account Documents.** I agree to promptly and carefully review all Account Documents when they are delivered and notify Fundify Portal in writing within ten (10) calendar days of delivery if I object to the information provided. If I fail to object in writing within ten calendar days of delivery, Fundify Portal is entitled to treat such information as accurate and conclusive.
- **Costs.** Potential costs associated with electronic delivery of Account Documents may include charges from Internet access providers and telephone companies, and I agree to bear these costs. Fundify Portal and its affiliates will not charge me additional online access fees for receiving electronic delivery of Account Documents.
- **Revocation of Consent.** Subject to these Terms, I may revoke or restrict my consent to electronic delivery of Account Documents at any time by notifying Fundify Portal in writing of my intention to do so. I also understand that I have the right to request paper delivery of any Account Document that the law requires Fundify Portal to provide me in paper form. I understand that if I revoke or restrict my consent to electronic delivery of Account Documents or request paper delivery of same, Fundify Portal, in its sole discretion, may charge me a reasonable service fee for the delivery of any Account Document that would otherwise be delivered to me electronically, restrict or close my Fundify Portal Account, or terminate my access to the Services. I understand that neither my revocation or restriction of consent, my request for paper delivery, nor Fundify Portal's delivery of paper copies of Account Documents will affect the legal effectiveness or validity of any electronic communication provided while my consent was in effect.
- **Duration of Consent.** My consent to receive electronic delivery of Account Documents will be effective immediately and will remain in effect unless and until either I or Fundify Portal revoke it. I understand that it may take up to three business days to process a revocation of consent to electronic delivery, and that I may receive electronic notifications until such consent is processed.
- **Hardware and Software Requirements.** I understand that in order to receive and download electronic deliveries, I must have access to the Internet, a valid e-mail address, and the ability to download such applications as Fundify Portal may specify and to which I have access. I agree that I can download, save, or print any Account Documents I receive via electronic delivery for my records. I will maintain a valid e-mail address and continue to have access to the Internet.

21. Arbitration

In the event of a dispute arising under or relating to these Terms, the Platform, the Services, or the Content (each, a “Dispute”), such dispute will be finally and exclusively resolved by binding arbitration governed by the Federal Arbitration Act (“FAA”). NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT’S JURISDICTION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator selected jointly by the parties, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by JAMS pursuant to its then current Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to JAMS’ Streamlined Arbitration Rules and Procedures. All applicable JAMS’ rules and procedures are available at the JAMS website www.jamsadr.com. Each party will be responsible for paying any JAMS filing, administrative, and arbitrator fees in accordance with JAMS rules. Judgment on the arbitrator’s award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the United States county where you reside. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. As set forth in Section 22 below, nothing in these Terms will prevent us from seeking injunctive relief in any court of competent jurisdiction as necessary to protect our proprietary interests.

22. Equitable Relief

You acknowledge and agree that in the event of a breach or threatened violation of our intellectual property rights and confidential and proprietary information by you, we will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce these Terms. We may, without waiving any other remedies under these Terms, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect our rights and property pending the outcome of the arbitration referenced above.

23. Class Action Waiver

You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or

any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

24. Miscellaneous

These Terms constitute the sole agreement between you and Fundify Portal for your use and the provision of the Platform and the Services and the subject matter hereof, and no representations, statements or inducements, oral or written, not contained in these Terms shall bind either you or Fundify Portal, except for any additional agreements which may govern your relationship with Fundify Portal you may enter into from time-to-time. Any of the terms of these Terms which are determined to be invalid, unlawful, void, or for any reason unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable any of the remaining terms of these Terms or affecting the validity or enforceability of these Terms as a whole. Failure to insist on performance of any of the terms of these Terms will not operate as a waiver of any subsequent default. No waiver by Fundify Portal of any right under these Terms will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time. You may not assign, transfer or delegate your rights or obligations hereunder, in whole or in part without Fundify Portal's prior written consent, and any attempted assignment, transfer or delegation in violation of the foregoing will be null and void. These Terms shall be binding upon and inure to the benefit of each of the parties and the parties' respective successors and permitted assigns. The communications between you and Fundify Portal may take place via electronic means, whether you visit the Platform and the Services or send Fundify Portal e-mails, or whether Fundify Portal posts notices on the Platform and the Services or communicates with you via e-mail.

Fundify Portal maintains a written business continuity plan ("BCP") designed to address the continuation or recovery of critical operations in the event of a significant business disruption. The BCP addresses, among other things, data backup and recovery, mission-critical systems, financial and operational assessments, and alternate communications with customers and regulators. Because events are unpredictable, we may adjust our response as necessary. For more information, please contact legal@fundify.com.

25. Contact Information

If you have questions about these Terms, the Platform or our Services, please contact us by e-mail at: legal@fundify.com.