

TERMS AND CONDITIONS

STARTUP TECHNOLOGIES INC. Terms and Conditions

Last updated: Apr 20, 2021

ATTENTION: PLEASE READ CAREFULLY THESE TERMS AND CONDITIONS AS THEY AFFECT YOUR OBLIGATIONS AND LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO WAIVERS OF RIGHTS AND LIMITATION OF LIABILITY. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS DO NOT PROCEED WITH REGISTRATION AT THE SITE

TERMS AND CONDITIONS

1. Agreement

This is a contract between you and STARTUP TECHNOLOGIES INC., a company incorporated in USA or any other legal entity that succeeds STARTUP TECHNOLOGIES INC. or may be further incorporated (“Company”) and that holds the rights to Startup site, website www.startup.inc or any associated websites or mobile applications (“Site”). By signing up to use an account at the Site (“Account”), you agree that you are eligible for use of the Site and that you have read, understood, and accept these Terms and Conditions, as well as our Privacy Policy.

2. Eligibility

- 2.1. The only people who are authorized to create Investor accounts on the Site are sophisticated investors with personal or professional experience assessing the long term business prospects of early stage companies. Investors must understand the risk of investing in early stage companies, including the high likelihood of loss and long period of illiquidity. In addition, if you are using the site as an Investor, you must qualify as an Accredited Investor, as defined in Definitions, and be sophisticated enough to protect your own interests.
- 2.2. By accessing or using the Site, you represent and warrant that you have not previously been suspended or removed from the Site. You must be an individual of at least 18 years of age. You can use the Site Services only if you can lawfully enter into an agreement to these Terms and Conditions under applicable law. The Company has no obligation or capability to verify whether you are eligible to use the Site and bears no responsibility for your use of the Site. The Company reserves a right to block your Account on the Site if we have any doubts with regard to your eligibility. You further represent and warrant that you will not use the Site if the laws of your country prohibit you from doing so in accordance with these Terms and Conditions.

3. Account

- 3.1. To start using Account you shall accept these Terms and Conditions, the Privacy Policy and receiving all legal notices including risk statements and disclaimers. You shall ensure safety and confidentiality of your password and bear all risks related to the disclosure of your password to third parties. The Company or any affiliated person is not in possession of your password and at no event shall bear any liability in case of loss of the password or its disclosure to a third party.
- 3.2. The Company may, without liability to you or any third party, refuse to let you open an Account, suspend your Account, or terminate your Account or your use of one or more of the Site Services. Such actions may be taken as a result of account inactivity, failure to positively identify yourself, if the Company believes your account has been compromised, in order for us to comply with laws or regulations, or your violation of the terms of these Terms and Conditions. If you have funds remaining in an account, which has been suspended or closed, you will be able to access such funds and withdraw them to an external funds address (unless prohibited by law or a court order). If you are unable to login to your account because it has been suspended, you must contact the Company at support@Startup.inc or submit a ticket via STARTUP customer support to process such withdrawal. If you have linked a bank account, debit card, or credit card to your account, we reserve the right to require you to provide further identifying information before processing such withdrawal or transfer. **One user is allowed to create only one account. The breach of this rule will lead in immediate blocking of all accounts and funds of such a user.**
- 3.3. The Company may ask you to provide at any stage additional personal information.

4. Payment processing and chargeback

- 4.1. Third Party Payment Providers. You consent to the Company providing certain information and/or documentation about you to third party service providers, including payment processors, as shall be required to complete a transaction or pursuant to an inquiry or investigation for KYC/AML purposes.
- 4.2. With regard to any payments in Fiat Money to the Company or the Custodian, you further agree not to make or attempt to initiate chargebacks, and/or deny or reverse any payment or deposit that you have made. In any such event, we reserve the right to cease to provide the Services, terminate the Terms of Use, and take any further action we may deem appropriate, including the right to adjust the Account records accordingly to reflect any Company deduction from the deposit section to set-off any loss suffered due to your chargeback or reversal of transactions.

5. Account Termination or Suspension

- 5.1. You understand that, at any time, the Company will be entitled to restrict, suspend or terminate your Account, as well as to terminate the Terms of Use; deny or restrict access

to the Website including its content or tools, and take technical and legal measures; deny processing any transaction; cancel or reverse any transaction or pending transaction, even if funds have been debited from your payment method. These actions are all subject to the Company's sole discretion, including without limitation, as a result of the Company reasonably suspecting any of the following:

- (a) you have breached any terms or condition of the Terms of Use or you have breached any terms or condition of the Terms of Use;
- (b) your failure to make required payments of Fiat Money;
- (c) another person is using your Account;
- (d) you attempt to gain unauthorized access to the Website or another client's account or to provide assistance to others' attempt to do so;
- (e) your transaction involves money laundering, terrorist financing, fraud, or any other crime, or non-compliance with any applicable laws and/or regulations;
- (f) due to court order, law enforcement and/or other government or regulatory inquiry or order;
- (g) you are abusing any and/or all of the Services, including without limitation by opening multiple accounts;
- (h) any of the Company's third party providers, or refuses to provide you with any services which the Company requires for Company's fulfillment of some of the Services;
- (i) force majeure events, including operational and technical errors;
- (j) your Account is associated with any suspended or terminated account for breach of the Terms of Use or suspended/terminated for any other reason; or
- (k) you fail internal or external compliance/KYC/AML checks

5.2 Client Initiated Termination. You may terminate the Terms of Use and close your Account at any time via [Support](mailto:support@Startup.inc) (support@Startup.inc). Such termination of the Terms of Use and Account shall take effect upon the closing of your account (including username and password), which shall occur within 10 calendar days after receipt by us of your email and other information we may require. You will remain responsible for any activity on your Account between sending us such email and the closing of your Account.

5.3 You acknowledge that the Company is not obligated to disclose the results of the Company's security and risk management procedures. In the event your Account is suspended or terminated by the Company, the Company may provide you with notice of such suspension or termination.

5.4 The right to terminate the Terms of Use, given by this clause shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

6 Your warranties and representations

6.1 By entering these Terms and Conditions you warrant and represent that:

- a) You have full capacity to contract under applicable law;
- b) You will only be transacting on the Site with legally-obtained funds that belong to you;
- c) You will not be furthering, performing, undertaking, engaging in, aiding, or abetting any unlawful activity through your relationship with us or through your use of the Site;
- d) You will not use the Site for illegal purposes, including money laundering of criminal proceeds, transfer or receipt of payment for planning, preparation or commitment of crime, for financing the terrorism and illegal trade;
- e) You will not use the Site for any purpose prohibited by these Terms and Conditions or in any manner that could damage, disable, overburden, or impair the Company;
- f) You will be complying with and obeying all applicable laws, including but not limited to securities and capital market legislation, anti-money laundering and counterfeiting terrorism, consumer protection laws, financial promotion.

7 No Warranties; Exclusion of Liability; Indemnification

- 7.1 The Site and its components such are provided “as is”. The Site and its components are under development; the Company cannot guarantee that all program functions will be available for any period in the future or that the functionality of the Site will not change dramatically. The Company and its affiliates make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the Site, including any warranty that the Site will be uninterrupted, error free or free of harmful components, secure or not otherwise lost or damaged. Except to the extent prohibited by law, the Company and its affiliates disclaim all warranties, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, and any warranties arising out of any course of dealings, usage or trade.
- 7.2 The Company shall not have any liability or responsibility for any errors or omissions in performance of the Site, for your action or inaction in connection with our Site or for any damage to your computer or data or funds or any other damage you may incur in connection with the Site. Your use of the Site is at your own risk. In no event shall the Company be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with the use of the Site, the delay or inability to use the Site or otherwise arising in connection with our Site whether based on contract, tort, strict liability or otherwise, even if advised of the possibility of any such damages. You are solely responsible for determining whether any contemplated transaction is appropriate for you based on your personal goals, financial status and risk willingness.
- 7.3 You agree to defend, indemnify and hold the Company harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the Site.
- 7.4 The Company makes no representation that Site Services can be received are applicable or appropriate for use in all jurisdictions.

- 7.5 To the extent permitted by law, the Company is not responsible for any damages, loss of profit, revenue, business, opportunity, data, indirect or consequential loss unless the loss suffered is caused by a breach of the Terms and Conditions by the Company. The Company is not responsible for any malfunction, breakdown, delay or interruption of the Internet connection or any reason why our site is unavailable at any given time. The Company is not responsible for the delay in the processing of payments made by the fault of any third parties, operators of such transactions.
- 7.6 IN NO EVENT SHALL THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS BE LIABLE TO THE USER OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY THAT MAY RESULT FROM (I) ACCURACY, COMPLETENESS OR CONTENT OF THIS SITE, (II) ACCURACY, COMPLETENESS OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (V) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER, (VI) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN, (VII) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (VIII) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IX) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USER'S USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS SITE OR THE SERVICES FOUND AT THIS SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED. IN ADDITION, THE USER SPECIFICALLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL THE COMPANY'S TOTAL AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY THE USER FOR THE PARTICULAR SERVICES THAT ARE THE SUBJECT OF THE CAUSE OF ACTION. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS TERMS OR THE USER'S USE OF THE SITE OR THE SITE SERVICES.

8 Assignment

- 8.1 You may not transfer or assign these Terms and Conditions or any rights or obligations you have under these Terms and Conditions without our prior written consent. The Company reserves the right to freely assign or transfer these Terms and Conditions and the rights and obligations under these Terms and Conditions to any third party at

any time without prior notice or consent. If you object to such transfer or assignment, you may stop using the Site and terminate these Terms and Conditions by contacting us.

9 Jurisdiction, applicable law

9.1 These Terms of Use shall be governed by and construed in accordance with the laws of USA, unless otherwise expressly provided. All disputes and controversies arising out of or in connection with the Site and these Terms and Conditions shall be submitted to the jurisdiction and venue of, any state or federal court located in San Francisco, California, USA. If any portion of these Terms of Use shall be deemed invalid, void or for any reason unenforceable, such portion shall be deemed severable and shall not affect the validity and enforceability of any remaining portion.

9.2 The Parties agree to try in good faith to settle through negotiations any dispute, disagreement or claim arising out of or in connection with execution, termination or rescission of these terms and conditions. The claiming party shall send a message with its claim to the other party. The message in question shall contain the essentials of the claim and evidence supporting such claim.

10 Miscellaneous

10.1 The Parties confirm that all emails sent from the authorized email addresses are deemed to be sent and signed by the Parties.

10.2 Notices sent by email in accordance with these Terms and Conditions shall be deemed to be sent on the date on which the e-mail is confirmed as being sent provided that day is a working day.

10.3 Until one Party advises the other one of the fact of the breach of security in respect of its authorized email, all actions and documents done and sent from the authorized email of one of the Parties, even if these actions and documents have been done and sent by third parties, are considered to be done and sent by the owner of the authorized email. In that case the owner of the authorized email acquires all rights and incurs all obligations, as well as bears the liability arising out of these facts.

10.4 These terms and Conditions constitute the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of these terms and conditions.

10.5 If at any time any one or more of the provisions of these terms and conditions is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction neither the legality, validity or enforceability of the remaining provisions of these terms and conditions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.

10.6 Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Terms and Conditions. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Definitions

"Accredited Investor"

- a) "Accredited Investor" is defined by the SEC in Rule 501 of Regulation D under the Securities Act of 1933 as follows:
1. a natural person with income exceeding \$200,000 in each of the two most recent years or joint income with a spouse exceeding \$300,000 for those years and a reasonable expectation of the same income level in the current year;
 2. a natural person who has individual net worth, or joint net worth with the person's spouse, that exceeds \$1 million at the time of the purchase, excluding the person's primary residence;
 3. a director, executive officer or general partner of the company selling the securities;
 4. a business in which all the equity owners are accredited investors;
 5. a charitable organization, corporation or partnership with assets exceeding \$5 million;
 6. a bank, insurance company, registered investment company, business development company or small business investment company;
 7. an employee benefit plan, within the meaning of the Employee Retirement Income Security Act, if a bank, insurance company or registered investment adviser makes the investment decisions, or if the plan has total assets in excess of \$5 million; or
 8. a trust with assets in excess of \$5 million, not formed to acquire the securities offered, whose purchases a sophisticated person makes.
- b) With respect to persons accessing the Site from outside of the United States, references to "Accredited Investor" status shall include all relevant investor sophistication standard(s) applicable to persons in each such jurisdiction seeking to make private venture investments of such nature as enabled by the Site. Specifically, references to "Accredited Investors" accessing this Site from the United Kingdom are those persons who have been certified as a High Net Worth Individual or Self Certified Sophisticated Investor in accordance with the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005.