

# MicroVenture Marketplace Inc. User Agreement

*Updated as of May 26<sup>th</sup>, 2015*

Welcome to MicroVenture Marketplace Inc. (“MicroVentures”), a broker-dealer registered with the Securities and Exchange Commission (the “SEC”) and a member of FINRA. This user agreement (the “Agreement”) is a contract between you and MicroVentures and governs all transactions between you and MicroVentures, as well as your use of the [www.microventures.com](http://www.microventures.com) website and all MicroVentures’ services (the “Services”). Before you register with MicroVentures, you must read and accept all of the terms and conditions in, and linked to, this Agreement, including the [Privacy Policy](#).

## 1. MicroVentures.com and Your MicroVentures Account

- 1.1 About MicroVentures. MicroVentures manages an electronic website that allows you to make investments in small businesses, including startups, real estate, venture funds and other alternative investment assets. Issuers list securities on our website, and we enable investors to invest in these securities, facilitate payment for them, and help you track your investment transaction history. Your investments for securities will be deposited directly into a third-party escrow account for subsequent disbursement to the issuer of the securities in accordance with the terms of the offering. We do not hold funds or securities on the issuer’s or your behalf.
- 1.2 About Your MicroVentures Account. When you register on MicroVentures.com, you create a MicroVentures account that allows you to interact with the website and use the Services. By creating this account, you represent that you are either: (i) an individual and wish to place orders on your own behalf; or (ii) an individual authorized to place orders on behalf of a corporation or other entity.
  - 1.2.1 Eligibility. To be eligible to use the Services, you must be at least 18 years old and a Sophisticated or Accredited Investor. Each investment product and service referred to on the MicroVentures.com website is intended to be made available only to investors, corporations or other entities and is only available in jurisdictions where that investment product or service may lawfully be made available. You agree that you have all requisite authority to enter into and use the Services contemplated by this Agreement. This website will not be considered a solicitation for or offering of any security, investment product or service to any person, corporation, or other entity in any jurisdiction where such solicitation or offering would be illegal.
- 1.3 Your Information. You agree that the information you provide during the MicroVentures registration process is current, accurate, truthful and complete, and you will regularly update this information to maintain its completeness and accuracy. You are responsible for maintaining the confidentiality of any account information that you use to access any feature on this website, and also for

logging off of your account and any protected areas of the website. Further, you are fully responsible for all activities occurring under your account that result from your failure to use or maintain appropriate security measures. If you become aware of any suspicious or unauthorized conduct concerning your account, you agree to contact MicroVentures immediately. We will not be liable for any loss or damage arising from your failure to promptly notify us of such conduct.

1.3.1 Verification. U.S. federal law requires financial institutions to obtain, verify and record information that identifies persons, entities or corporations seeking to open accounts with us. You agree to provide MicroVentures with all required information or documentation that permits MicroVentures to verify your identity. Any required information you provide to MicroVentures may be subject to verification, including through the sharing of such information with third parties for this purpose. Your account may be rejected, restricted or closed if MicroVentures cannot verify required information.

1.3.2 Privacy. To create your MicroVentures account, we may ask for certain information that allows us to comply with certain rules and regulations related to, among other things, suitability of investments and anti-money laundering. You can access and modify the information you provide to MicroVentures and elect not to receive certain communications by signing in to your account. For a complete description of how we use and protect your personal information, see our [Privacy Policy](#).

1.4 Closing Your Account. You may ask MicroVentures to close your account by emailing Customer Service at [help@microventures.com](mailto:help@microventures.com). Once your account is closed, your purchase confirmations remain available on the site for 60 days, and we will mail all required tax forms to the address on your account when they become available.

1.5 U.S. Economic Sanctions. You represent that you, or the organization for which you are acting as an authorized person, have not been designated by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC") as a Specially Designated National or Blocked Person, you have no reason to believe that you would be considered a Blocked Person by OFAC, and you do not reside in a restricted country. You also represent that, to the best of your knowledge, you are not employed by or acting as agent of any government, government-controlled entity or government corporation restricted under OFAC. You understand that if your application violates OFAC guidelines, your account may be declined or restricted from certain activity.

## 2. MicroVentures Transactions

2.1 MicroVentures' Role in Transactions. You understand and agree that MicroVentures will treat all investments for the purchase of securities through

your MicroVentures account as authorized by you and will execute orders in reliance on your promise that an actual purchase is intended. We accept investments only through our website, and we do not guarantee that MicroVentures.com will be available to you at all times. MicroVentures reserves the right to suspend access to the site without prior notice during scheduled or unscheduled system repairs or upgrades.

2.2 Our Relationship with Issuers. MicroVentures enters into agreements with certain issuers to list private placements of their securities on the MicroVentures.com website. We are authorized to accept your order to purchase these securities, to transmit these orders to the issuers, and to facilitate the execution of your payment instructions. MicroVentures receives compensation from issuers for directing your order to the issuer and for certain administrative costs. The details of this compensation are available in the offering memorandum for each security. Your funds will flow into a third-party escrow account for payment to the issuer in accordance with the terms of the offering. MicroVentures is not a party to the funds. Security ownership is transferred to you directly from the issuer. MicroVentures does not hold securities. The terms and features of the securities available on MicroVentures.com are at the discretion and control of the issuer and will be stated in the offering memorandum for each security. We will make the offering memorandum for each security available to qualified investors on a password-protected section of our website. It is your responsibility to review and understand the information in the offering memorandum before placing an order for securities.

2.3 Brokerage Services.

2.3.1 No Advice. MicroVentures does not provide legal, tax, estate-planning or investment advice or advice regarding the suitability, profitability or appropriateness of any security. We are required by law to ascertain your suitability for an investment based on your personalized input, but you are responsible for determining whether any investment is appropriate or suitable for you based on your investment objectives and personal financial situation. You should consult an attorney or tax professional regarding your specific legal or tax situation.

2.3.2 Nondisclosure of Material, Nonpublic Information. In connection with the Services it provides, MicroVentures may come into possession of confidential, material, non-public information. We are prohibited from improperly disclosing or using this information for our own benefit or for the benefit of any other person. We maintain policies and procedures designed to prohibit the communication of this information to persons who do not have a legitimate need to know the information, to meet our obligations to issuers, and to remain in compliance with applicable law. You understand and agree that, in certain circumstances, we may have information that, if disclosed, might affect your decision to buy a security,

but that we will be prohibited from communicating to you or using for your benefit.

- 2.4 Facilitating Your Payments. Opening a MicroVentures account and browsing our website are offered to you free of charge. MicroVentures brokers your investment for a security from the issuer and facilitates your purchase of that security using one of our permitted payment methods. MicroVentures is not a party to the flow of funds to the issuer.
  - 2.5 Transaction Amounts and Limitations. MicroVentures reserves the right to deny an investment transaction or to place a limit on the dollar amount of a transaction for any reason, including, for example, if you fail suitability for a particular security or for activity that MicroVentures, in its sole discretion, believes to be suspicious on your account. If MicroVentures limits an investment, you can request a review and an exception on a case-by-case basis. MicroVentures imposes minimum and maximum transaction amounts for each investment and may change those minimum and maximum amounts from time to time.
  - 2.6 Applicable Rules and Regulations. All transactions in your account will be subject to MicroVentures' internal rules and policies and, where applicable, to FINRA rules and regulations; the provisions of the Securities Act of 1933 and the Securities Exchange Act of 1934; the rules and regulations of the SEC, the Board of Governors of the Federal Reserve System, and any applicable self-regulatory organizations; and other federal and state laws and regulations. In no event will MicroVentures be obliged to effect any transaction it believes would violate any federal or state law, rule or regulation, or the rules or regulations of any regulatory or self-regulatory body.
3. Electronic Signatures and Delivery of Documents
    - 3.1 Electronic Signatures. By completing a MicroVentures account application online, you give your valid consent to this Agreement and all other documents governing your relationship with MicroVentures. The use of an electronic version of the account documents fully satisfies any requirement that they be provided to you in writing, and the electronic version of this Agreement is considered to be the true, complete and enforceable record of our Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. You are solely responsible for reviewing and understanding all of the terms and conditions of these documents, and you accept as reasonable and proper notice, for the purpose of any laws, rules and regulations, notice by electronic means. You may access and retain a record of the documents you electronically sign through MicroVentures.com.
    - 3.2 Electronic Delivery of Documents. You agree that MicroVentures will provide you with an electronic copy of all documents and communications related to your

account, for example, transaction confirmations, account statements and tax-reporting documentation. When documents related to your MicroVentures account are available, we will send a notice to the email address you have provided, and you will be able to view the documents at any time by visiting MicroVentures.com and signing into your account.

At any time during the term of this Agreement, you may direct MicroVentures to send all future communications to you in non-electronic form, by sending written notice to us in accordance with Section 16 of this Agreement. You understand and agree that we shall treat any such notice as a withdrawal of your consent to receive communications by electronic delivery and as a request by you to close your account subject to the conditions set forth in Section 1.4.

#### 4. User Restrictions

4.1 Restricted Activities. In connection with your use of our website, your MicroVentures account, or the Services, or in the course of your interactions with MicroVentures, you agree that you will not:

- Breach this Agreement or any other agreement that you have entered into with MicroVentures (including any MicroVentures policies).
- Violate any law, statute, ordinance, or regulation.
- Infringe MicroVentures' or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy.
- Act in a manner that is defamatory, trade libelous, unlawfully threatening or unlawfully harassing.
- Post comments that are false, inaccurate, misleading, defamatory, or contain libelous content.
- Post comments containing personal information, including without limitation, telephone numbers, street addresses, and last names.
- Provide false, inaccurate or misleading Information.
- Pay for your transactions with fraudulent funds or with what we reasonably believe to be potentially fraudulent funds.
- Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us.
- Use an anonymizing proxy.

- Control an account that is linked to another account that has engaged in any of these restricted activities. We may use evidence other than the account information to determine whether you control an account in someone else's name, including but not limited to IP addresses, common business names, phone numbers and mailing addresses.
- Use the Services in a manner that results in or may result in complaints, disputes, claims, fees, fines, penalties and other liability to MicroVentures or you.

4.2 Access and Interference. Much of the information on our website is updated on a real-time basis and is proprietary or is licensed to MicroVentures by third parties. This website contains robot exclusion headers. You agree that you will not:

- Use any robot, spider, scraper or other automated means to access the website for any purpose without our express written permission.
- Attempt to obtain unauthorized access to any features of this website, or to any other protected materials or information, through any means not intentionally made available to you by MicroVentures.
- Take any action that may impose (in our sole judgment) an unreasonable or disproportionately large load on our infrastructure.
- Copy, reproduce, modify, create derivative works from, distribute, or publicly display any content from the website without the prior expressed written permission of MicroVentures and the appropriate third party, as applicable.
- Interfere or attempt to interfere with the proper working of the website or any activities conducted on the website.
- Facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, or surreptitiously intercept or expropriate any system, data or information.
- Use any device, software or routine to bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the website.
- Take any action that may cause us to lose any of the services from our internet service providers, payment processors, or other suppliers.

## 5. Your Liability and Actions We May Take

5.1 Your Liability. You are responsible for all claims, fees, fines, penalties and other liability incurred by MicroVentures or any third party caused by or arising out of

your breach of this Agreement or your use of the Services. You agree to reimburse MicroVentures or any third party for any and all such liabilities.

5.2 Actions We May Take. If you engage in any restricted activities, we may take various actions to protect MicroVentures from claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

- We may close, suspend, or place restrictions on your MicroVentures account.
- We may update inaccurate information you provided us.
- We may remove user comments that do not comply with Section 4.1 above.
- We may refuse to provide the Services to you in the future.
- We may take legal action against you.

Whether we decide to take any of the above steps, remove content, or refuse to provide Services, we do not monitor, and you agree we will not be subject to liability for monitoring, the website.

5.3 Account Suspension or Restriction. MicroVentures, in its sole discretion, reserves the right to terminate this Agreement or access to the website or the Services. We also reserve the right to suspend or place restrictions on your account for any reason and at any time upon notice to you. Account restrictions may include a limitation on the dollar amount of transactions we will accept from your account. If your account is suspended, you will be unable to invest and we will not issue any payments to you. If we suspend or place restrictions on your account, we will provide you with notice and opportunity to request reconsideration, if appropriate.

## 6. Contact Us

If you have any questions or comments about this Agreement, your MicroVentures account or MicroVentures' practices, you may contact Customer Service, email us at [help@microventures.com](mailto:help@microventures.com), or send us mail at:

MicroVentures Marketplace Inc.  
Attn: Customer Service  
2905 San Gabriel St., Suite 212  
Austin, Texas 78705

## 7. Canceling or Disputing a Transaction

MicroVentures is not authorized to issue refunds directly to the investor. We reserve the right to suspend a user's MicroVentures account if a transaction is canceled or disputed. MicroVentures is not responsible for any errors that may arise in the transmission of your order to the issuer. You may call Customer Service to request the cancellation of a transaction, or, if you believe a transaction on your account was unauthorized, to dispute a transaction. Refunding the transaction is ultimately at the discretion of the escrow agent (for funds being held in escrow) or the issuer. If the issuer allows redemption, funds will be returned and the security issuance canceled based on the terms and time frames indicated in the offering memorandum. To dispute a transaction, you may also file with the escrow agent used to consummate the transaction and receive funds directly from the escrow agent, in which case you will be required to return the related securities to the escrow agent for cancellation.

## 8. Disputes with MicroVentures

8.1 Effect of Arbitration Agreement. This Agreement contains a pre-dispute arbitration agreement. By entering into the arbitration agreement the parties agree as follows:

- All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reasons for their award.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, as amended from time to time, are hereby incorporated by reference into this Agreement.



8.2 Arbitration Agreement. All controversies that may arise between us (including but not limited to controversies concerning any account, order or transaction, or the continuation, performance, interpretation or breach of this or any other agreement between us, whether entered into or arising before, on or after the date this account is opened) shall be determined by arbitration in accordance with the rules then prevailing of FINRA. You make this arbitration agreement on behalf of (i) yourself and your heirs, administrators, representatives, executors, successors, assigns; or (ii) the corporation or other entity for which you are acting as an authorized person; and with all other persons claiming a legal or beneficial interest in your account. You understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class action who has not opted out of the class with respect to any claims encompassed by the putative class action until (i) the class certification is denied; (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

8.2 Arbitration Hearings. Any arbitration hearing will be held in the State of Texas unless otherwise agreed between you and MicroVentures or unless the rules of the organization administering the arbitration (i.e., FINRA) require another hearing location. You agree to the personal jurisdiction of the courts of the State of Texas to interpret and enforce these arbitration provisions described in the Agreement. All arbitrations will be held in the English language, unless otherwise agreed to by the parties.

## 9. Limitations of Liability

In no event shall MicroVentures or our agents, employees, affiliates or suppliers be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with our website or the Services or this Agreement (however arising, including negligence). In states that do not allow the exclusion or limitation of incidental or consequential damages, the above limitation or exclusion may not apply to you. Our liability, and the liability of our agents, employees, affiliates and suppliers, to you or any third parties in any circumstance is limited to the actual amount of direct damages.

## 10. No Warranty

10.1 General. MicroVentures and our agents, employees, affiliates and suppliers provide the Services “as is” and without any warranty or condition, express, implied or statutory. MicroVentures and our agents, employees, affiliates and suppliers specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. MicroVentures does not guarantee continuous, uninterrupted or secure access to our Services, and

operation of our website may be interfered with by numerous factors outside of our control. In states that do not allow the disclaimer of implied warranties, the disclaimers provided in this Section may not apply to you. This Section gives you specific legal rights and you may also have other legal rights that vary from state to state.

10.2 Third Party Data. To the fullest extent permitted under applicable law, MicroVentures makes no representation or warranty, express or implied, with respect to any third party data provided to MicroVentures or its transmission, timeliness, accuracy or completeness, including but not limited to implied warranties or warranties of merchantability or fitness for a particular purpose. MicroVentures will not be liable in any way to you or to any other person for any inaccuracy, error or delay in or omission of any third party data or the transmission or delivery of any such third party data and any loss or damage arising from (i) any such inaccuracy, error, delay or omission, (ii) third-party non-performance, or (iii) interruption in any such third party data due either to any negligent act or omission by MicroVentures or “force majeure” or any other cause beyond reasonable control of the MicroVentures.

10.3 Processing of Payments. MicroVentures will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts are processed in a timely manner, but MicroVentures makes no representations or warranties regarding the amount of time needed to complete processing because our Services are dependent upon many factors outside of our control, such as delays in the banking system.

## 11. Indemnification

You agree to defend, indemnify and hold MicroVentures and its officers, directors, agents and employees harmless from any claim or demand (including attorneys’ fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Services.

## 12. Intellectual Property

“MicroVentures,” “MicroVentures Marketplace,” and “MicroVentures.com” are trademarks and trade names of MicroVentures Inc. All page headers, logos, graphics and icons are protected to the extent allowed under applicable laws. All other designated trademarks and brands are the property of their respective owners. You may not copy, imitate or use any of MicroVentures’ intellectual property without its prior written consent.

12.1 Reporting Intellectual Property Infringement. MicroVentures respects the intellectual property of others. You may not post content that infringes on the rights of third parties, including but not limited to intellectual property rights such as copyright, trademark and right of publicity. We reserve the right to remove content where we have

grounds to suspect a violation of these terms, our policies or any party's rights. If you believe that your rights have been violated, please notify us by contacting Customer Service or by writing us at:

MicroVentures Marketplace Inc.  
Attention: Legal Department  
2905 San Gabriel St., Suite 212  
Austin, Texas 78705

Please provide the following in any notice of alleged infringement:

- Identification of the material on MicroVentures.com that you claim is infringing, with enough detail so that we can locate it on the website (e.g., provide link and description);
- Identification of the rights (or works if relevant) claimed to have been infringed;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the rights owner, its agent or the law;
- A statement by you declaring under penalty of perjury that (a) the above information in your notice is accurate, and (b) you are the rights owner or you are authorized to act on behalf of the rights owner;
- Your address, telephone number and email address; and
- Your physical or electronic signature.

13. Assignment

You may not transfer or assign any rights or obligations that you have under this Agreement without MicroVentures' prior written consent. MicroVentures reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time.

14. Governing Law

This Agreement shall be governed in all respects by the laws of the State of Texas, without regard to conflict of law provisions. Except as otherwise agreed by the parties, you agree that any claim or dispute you may have against MicroVentures must be resolved by arbitration in the State of Texas.

15. Severability and Waiver

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. In our sole discretion, we may assign this Agreement in accordance with the Legal Notices section. Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this Agreement.

16. Legal Notices

MicroVentures may provide notice to you by emailing it to the address listed in your account. Notice shall be considered to be received by you within 24 hours of the time it is emailed to you unless we receive notice that the email was not delivered. Except as otherwise stated, notice to MicroVentures must be sent by postal mail at:

MicroVentures Marketplace Inc.  
Attention: Legal Department  
2905 San Gabriel St., Suite 212  
Austin, Texas 78705

17. Changes to the Agreement

We may change this Agreement from time to time, and when we do we will post the amended terms on the MicroVentures site and notify you by email of material changes. Amended terms will take effect immediately for new users, and 30 days after they are posted for existing users.

18. Entire Agreement

This Agreement, together with the [Privacy Policy](#), sets forth the entire understanding and agreement between us with respect to the subject matters hereof. Sections 5 and 8 through 16 shall survive any termination of this Agreement.