

**LAUNCHPARTY, INC.
TERMS OF SERVICE¹**

Date of Last Revision: August 31, 2022

1. Acceptance of These Terms of Service

Launchparty, Inc. (“**Launchparty**,” “**we**,” “**us**,” or “**our**”) provides our services (described below) and related content to you through our website(s) located at <https://www.launchparty.vc/> (the “**Site**”) and through our mobile applications and related technologies (“**Mobile Apps**”, and collectively, such Mobile Apps and the Site, including any updated or new features, functionality and technology, the “**Service**”). All access and use of the Service is subject to the terms and conditions contained in these Terms of Service (as amended from time to time, these “**Terms of Service**”). By accessing, browsing, or otherwise using the Site, Mobile Apps, or any other aspect of the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service. If you are entering into these Terms of Service on behalf of a company, business or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these Terms of Service, in which case the terms “you” or “your” shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with these Terms of Service, you must not accept these Terms of Service and may not use the Service. If you do not accept the terms and conditions of these Terms of Service, you will not access, browse, or otherwise use the Service.

We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these Terms of Service were last revised. You may read a current, effective copy of these Terms of Service by visiting the “Terms of Service” link on the Site and under the “Legal — Terms of Service” section of our Mobile App. We will also notify you of any material changes, either through the Service user interface, a pop-up notice, email, or through other reasonable means. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service. You should periodically visit this page to review the current Terms of Service so you are aware of any revisions. If you do not agree to abide by these or any future Terms of Service, you will not access, browse, or use (or continue to access, browse, or use) the Service.

IF YOU ARE ENTERING INTO THESE TERMS OF SERVICE AS AN INDIVIDUAL: PLEASE READ THESE TERMS OF SERVICE CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND

¹ **Note to Company:** As a general matter, we recommend coding the entirety of the website and mobile apps (including the Company’s terms of service, privacy policy, and related terms/policies) to be compliant with the latest WCAG standards (v.2.1, Level AA): <https://www.w3.org/WAI/standards-guidelines/wcag/>. We have started to see buyers ask for reps re: WCAG compliance in deals, and complying with these standards reduces the risk of claims that the Company is not compliant with the Americans with Disabilities Act (ADA).

OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST LAUNCHPARTY ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.

Your Privacy: At Launchparty, we respect the privacy of our users. For more information please see our Privacy Policy, located at <https://launchparty.vc/privacy> and under the Legal — Privacy Policy section of our Mobile App (the “**Privacy Policy**”). By using the Service, you consent to our collection, use and disclosure of personal data and other data as outlined therein.

Additional Terms: In addition, when using certain features through the Service, you will be subject to any additional terms applicable to such features that may be posted on or within the Service from time to time (“**Additional Terms**”). For avoidance of doubt, the Investor Agreement, Startup Agreement, and Community Guidelines are Additional Terms. In case of conflict between any Additional Terms and the terms and conditions of these Terms of Service, the Additional Terms will govern with regard to the specific feature to which they apply. All such terms are hereby incorporated by reference into these Terms of Service.

2. Access and Use of the Service

Service Description: The Service is designed to provide a platform for college startup founders to crowdfund investments, where users can discover and invest in their favorite college startups, and where you can find related information and services.

Your Registration Obligations: You may be required to register with Launchparty or provide information about yourself (*e.g.*, name and email address) in order to access and use certain features of the Service. If you choose to register for the Service, you agree to provide and maintain true, accurate, current, and complete information about yourself as prompted by the Service’s registration form. Registration data and certain other information about you are governed by our Privacy Policy. If you are under 18 years of age, you are not authorized to use the Service, with or without registering.

Member Account, Password and Security: You are responsible for maintaining the confidentiality of your password and account details, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify Launchparty of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. Launchparty will not be liable for any loss or damage arising from your

failure to comply with this paragraph.

Modifications to Service: Launchparty reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Launchparty will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

General Practices Regarding Use and Storage: You acknowledge that Launchparty may establish general practices and limits concerning use of the Service, including the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on Launchparty's or its third-party service providers' servers on your behalf. You agree that Launchparty has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service. You acknowledge that Launchparty reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that Launchparty reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

3. Conditions of Access and Use

User Conduct: You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages, and other materials ("**content**") that you make available to Launchparty, including by uploading, posting, publishing, or displaying (hereinafter, "**upload(ing)**") via the Service or by emailing or otherwise making available to other users of the Service (collectively, "**User Content**"). The following are examples of the kinds of content and/or uses that are illegal or prohibited by Launchparty. Launchparty reserves the right to investigate and take appropriate legal action against anyone who, in Launchparty's sole discretion, violates this provision, including removing the offending content from the Service, suspending or terminating the account of such violators, and reporting the violator to law enforcement authorities. You agree to not use the Service to:

- a) email or otherwise upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, discriminatory, or otherwise objectionable; or (vii) in the sole judgment of Launchparty, is objectionable or which restricts or inhibits any other person from

- using or enjoying the Service, or which may expose Launchparty or its users to any harm or liability of any type;
- b) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies, or regulations of networks connected to the Service;
 - c) violate any applicable local, state, national, or international law, or any regulations having the force of law;
 - d) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
 - e) solicit personal information from anyone under the age of 18;
 - f) harvest or collect email addresses or other contact information of other users from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
 - g) advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
 - h) further or promote any criminal activity or enterprise or provide instructional information about illegal activities;
 - i) employ any device, scheme, or artifice to defraud or engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person;
 - j) obtain or attempt to access or otherwise obtain any content or information through any means not intentionally made available or provided for through the Service;
 - k) circumvent, remove, alter, deactivate, degrade, or thwart any of the content protections in or geographic restrictions on any content (including Service Content (as defined below)) available on or through the Service, including through the use of virtual private networks; or
 - l) engage in or use any data mining, robots, scraping, or similar data gathering or extraction methods. If you are blocked by Launchparty from accessing the Service (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address or virtual private network).

Interactions with Other Users: Launchparty may use various techniques to verify the accuracy of the information provided by users. You acknowledge and understand that you are responsible for independently evaluating and verifying content available on the Service, including information regarding other users. You acknowledge that there are risks of dealing with other users acting under false pretenses, and you assume the risks of liability or harm of any kind in connection with transactions of any kind relating to goods and/or services that are the subject of transactions related to the Service. Such risks shall include, but are not limited to, misrepresentation of information about a user or a related startup or other business, breach of warranty, breach of contract, and violation of third-party rights and consequent claims. You agree that Launchparty shall not be liable or responsible for any damages, liabilities, costs, harms, inconveniences, business disruptions or expenditures of any kind that may arise as a result of or in connection with any transactions with others using the Service.

Competitors: No employee, independent contractor, agent, or affiliate of any competing crowdfunding intermediary is permitted to view, access, or use any portion of the Service without express written permission from Launchparty. By viewing, using, or accessing the Service, you represent and warrant that you are not a competitor of Launchparty or any of its affiliates, or acting on behalf of a competitor of Launchparty in using or accessing the Service.

Fees: To the extent the Service or any portion thereof is made available for any fee, you may be required to select a payment plan and provide information regarding your credit card or other payment instrument. You represent and warrant to Launchparty that such information is true and that you are authorized to use the payment instrument. You will promptly update your account information with Launchparty or the Payment Processor (as defined below), as applicable, of any changes (for example, a change in your billing address or credit card expiration date) that may occur. You agree to pay Launchparty the amount that is specified in the payment plan in accordance with the terms of such plan and these Terms of Service. If your payment plan includes an ongoing subscription that is automatically renewed periodically, you hereby authorize Launchparty (through the Payment Processor) to bill your payment instrument in advance on such periodic basis in accordance with the terms of the applicable payment plan until you terminate your account, and you further agree to pay any charges so incurred. If you dispute any charges you must let Launchparty know within sixty (60) days after the date that Launchparty charges you. We reserve the right to change Launchparty's prices. If Launchparty does change fees, Launchparty will provide notice of the change through the Service user interface, a pop-up notice, email, or through other reasonable means, at Launchparty's option, at least thirty (30) days before the change is to take effect. Your continued use of the Service after the price change becomes effective constitutes your agreement to pay the changed amount. You will be responsible for all taxes associated with the Service, other than taxes based on Launchparty's net income.

Payment Processing: Notwithstanding any amounts owed to Launchparty hereunder, LAUNCHPARTY DOES NOT PROCESS PAYMENT FOR ANY SERVICES. To facilitate payment for the Service via bank account, credit card, or debit card, we use Stripe, Inc. and its affiliates ("**Stripe**"), a third-party payment processor and other third-party payment processors (collectively, "**Payment Processors**"). These payment processing services are provided by Stripe and are subject to the Stripe terms and conditions and other policies available at <https://stripe.com/legal> and Stripe's Global Privacy Policy available at: <https://stripe.com/privacy> (collectively, the "**Stripe Agreements**") and/or by the applicable Payment Processor pursuant to its terms and conditions, privacy policy, and all other relevant agreements (collectively with the Stripe Agreements, the "**Payment Processor Agreements**"). By agreeing to these Terms of Service, users that use the payment functions of the Service also agree to be bound by the applicable Payment Processor Agreement for the payment function the user is using, as the same may be modified by the applicable Payment Processor from time to time. You hereby authorize the applicable Payment Processor to store and continue billing your specified payment method even after such payment method has expired, to avoid interruptions in payment for your use of the Service. Please contact the applicable Payment

Processor for more information. Launchparty assumes no liability or responsibility for any payments you make through the Service.

In order to use the payment functionality of Launchparty's application, you must open a "Dwolla Account" provided by Dwolla, Inc. and you must accept the [Dwolla Terms of Service](#) and [Privacy Policy](#). Any funds held in or transferred through your Dwolla Account are held or transferred by Dwolla's [financial institution partners](#). You must be at least 18 years old to create a Dwolla Account. You authorize us to collect and share with Dwolla your personal information including full name, email address, date of birth, social security number, physical address, and financial information, and you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your Dwolla Account through our application, and Dwolla account notifications will be sent by us, not Dwolla. We will provide customer support for your Dwolla Account activity, and can be reached at support@launchparty.vc.

Refunds and Cancellations: Payments made by you hereunder are final and non-refundable, unless otherwise determined by Launchparty.

Commercial Use: Unless otherwise expressly authorized herein or in the Service, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer, or upload for any commercial purposes, any portion of the Service, use of the Service, or access to the Service. If you are entering into these Terms of Service as an individual, the Service is for your personal use only. If you are entering into these Terms of Service on behalf of an entity, the Service is only for your internal business purposes, which includes investing via the Service.

Electronic Communications and Consent: The Website may provide you Launchparty e-mail addresses so that you may communicate electronically by sending an e-mail message to Netcapital or others. All e-mails sent to and from Launchparty may be received or otherwise recorded by the Launchparty corporate systems and is subject to archival, monitoring or review by and/or disclosure to, someone other than the recipient. Communications through the Website may involve the electronic transmission to any e-mail address you provided to us of information that you may consider to be personal financial information, and you agree and consent to such transmission of such information, including your consent to the electronic delivery of materials in accordance with Rule 302(a) under the U.S. Securities and Exchange Commission's Regulation Crowdfunding. You agree not to use e-mail to transmit any confidential personal information.

You agree to provide Launchparty with a valid email address which you can access to receive official communications from Launchparty. If you can no longer receive messages at that address for any reason, you agree to provide Netcapital with an updated email address within seven days.

4. Mobile Services and Software

Mobile Services: The Service includes certain services that are available via a mobile device, including (i) the ability to upload content to the Service via a mobile device, (ii) the ability to browse the Service and the Site from a mobile device, and (iii) the ability to access certain features and content through Mobile Apps (collectively, the “**Mobile Services**”). To the extent you access the Service through a mobile device, your wireless service carrier’s standard charges, data rates, and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we may communicate with you regarding Launchparty and other entities by SMS, MMS, text message, or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or

deactivate your mobile telephone number, you agree to promptly update your Launchparty account information to ensure that your messages are not sent to the person that acquires your old number.

Telephone Consumer Protection Act (TCPA): By using the Service, you consent to receive prerecorded calls and information from us via SMS and/or MMS messages sent through an automated telephone dialing system (“**Text Service**”), even if you have opted in to the National Do Not Call List, any state Do not Call List, or the internal Do Not Call List of any company. You may be required to respond to an initial message as instructed to complete your registration and confirm enrollment in the Text Service. You do not have to participate in the Text Service in order to use the Service. In the event you no longer want to participate in the Text Service, you agree to notify us directly. In the event you change or deactivate your mobile telephone number, you agree to promptly update your Launchparty account information to ensure that your messages are not sent to the person that acquires your old number.

There is no additional charge for the Text Service, but your mobile carrier’s standard message and data rates apply to any messages you send or receive through the Text Service, including confirmations and subsequent texts. Your carrier may prohibit or restrict certain mobile features and certain mobile features may be incompatible with your carrier or mobile device. We are not liable for any delays in the receipt of, or any failures to receive, any SMS or MMS messages, as delivery is subject to effective transmission by your mobile carrier and compatibility of your mobile device. Please contact your mobile carrier if you have any questions regarding these issues or your mobile data and messaging plan.

As described in the Text Service enrollment and welcome messages, including messages sent to a short code associated with the Text Service or by reply to any message you receive from us, you may text “STOP” to cancel or “HELP” for customer support information. If you choose to cancel your Text Service, you agree to receive a final text message from the Text Service confirming your cancellation.

You can also invite others to use the Service through the Text Service by providing the numbers of those you want to invite or by selecting the individuals you want to invite from your contacts list (if you have uploaded one). By asking us to invite others to use the Services, you represent to us that those you invite consent to receive the automated invitation messages and that you are authorized to convey that consent to us.

Mobile App License: Subject to these Terms of Service, Launchparty hereby grants to you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to (a) install the Mobile App on one mobile device and (b) use the Mobile App for your own personal use solely to access and use the Service. For clarity, the foregoing is not intended to prohibit you from installing the Mobile App on another device on which you also agreed to these Terms of Service. Each instance of these Terms of Service that you agree to in connection with downloading a Mobile App grants you the aforementioned rights in connection with the installation and use of the Mobile App on one device.

Ownership; Restrictions: The technology and software underlying the Service or distributed in connection therewith are the property of Launchparty, its affiliates, and its licensors (including the Mobile Apps, the “**Software**”). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by Launchparty.

Special Notice for International Use; Export Controls: Launchparty is headquartered in the United States. If you access or use the Service from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction. Software available in connection with the Service and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the Service or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk.

Third-Party Distribution Channels: Launchparty offers Software that may be made available through the Apple App Store, the Google Play Store, or other distribution channels (“**Distribution Channels**”). If you obtain such Software through a Distribution Channel, you may be subject to additional terms of the Distribution Channel. These Terms of Service are between you and us only, and not with the Distribution Channel. To the extent that you utilize any other third-party products and services in connection with your use of the Service, you agree to comply with all applicable terms of any agreement for such third-party products and services.

Apple-Enabled Software: With respect to Mobile Apps that are made available for your use in connection with an Apple-branded product (the, “**Apple-Enabled Software**”), in addition to the other terms and conditions set forth in these Terms of Service, the following terms and conditions apply:

- Launchparty and you acknowledge that these Terms of Service are concluded between Launchparty and you only, and not with Apple Inc. (“**Apple**”), and that as between Launchparty and Apple, Launchparty, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof.
- You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the Apple Media Services Terms and Conditions.
- Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS product that you own or control, as permitted by the “**Usage Rules**” set forth in the Apple Media Services Terms and Conditions, except that such Apple-Enabled Software may be accessed and used by other accounts associated with the purchaser via Apple’s Family Sharing or volume purchasing programs.

- Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.
- Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software, if any, to you; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty, which will be Launchparty's sole responsibility, to the extent it cannot be disclaimed under applicable law.
- Launchparty and you acknowledge that Launchparty, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including: (a) product liability claims; (b) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection, privacy, or similar legislation.
- In the event of any third-party claim that the Apple-Enabled Software or your possession and use of that Apple-Enabled Software infringes that third party's intellectual property rights, as between Launchparty and Apple, Launchparty, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.
- You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.
- If you have any questions, complaints, or claims with respect to the Apple-Enabled Software, they should be directed to Launchparty as follows:

support@launchparty.vc
2618 Vista Diablo Court
Pleasanton, CA 94566

- You must comply with applicable third-party terms of agreement when using the Apple-Enabled Software, *e.g.*, your wireless data service agreement.
- Launchparty and you acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms of Service with respect to the Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of these Terms of

Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you with respect to the Apple-Enabled Software as a third-party beneficiary thereof.

Google-Sourced Software: The following applies to any Mobile App you download from the Google Play Store (“**Google-Sourced Software**”): (a) you acknowledge that these Terms of Service are between you and Launchparty only, and not with Google, Inc. (“**Google**”); (b) your use of Google-Sourced Software must comply with Google’s then-current Google Play Terms of Service; (c) Google is only a provider of Google Play where you obtained the Google-Sourced Software; (d) Launchparty, and not Google, is solely responsible for Launchparty’s Google-Sourced Software; (e) Google has no obligation or liability to you with respect to Google-Sourced Software or these Terms of Service; and (f) you acknowledge and agree that Google is a third-party beneficiary to these Terms of Service as it relates to Launchparty’s Google-Sourced Software.

Open Source Software: The Software may contain or be provided together with open source software. Each item of open source software is subject to its own license terms, which will be made available in the software itself, related documentation or another reasonable means (*e.g.*, settings, help, legal, notices, about menus, source files or the like). If required by any license for particular open source software, Launchparty makes such open source software, and Launchparty’s modifications to that open source software (if any), available by written request to support@launchparty.vc. Copyrights to the open source software are held by the respective copyright holders indicated therein.

5. Intellectual Property Rights

Service Content: You acknowledge and agree that the Service may contain content or features (“**Service Content**”) that are protected by copyright, patent, trademark, trade secret, or other proprietary rights and laws. Except as expressly authorized by Launchparty, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you upload to or make available through the Service in accordance with these Terms of Service. Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited.

Trademarks: The Launchparty name and logos are trademarks and service marks of Launchparty (collectively the “**Launchparty Trademarks**”). Other company, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Launchparty. Nothing in these Terms of Service or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Launchparty Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of Launchparty Trademarks will inure to our exclusive benefit.

Third-Party Material: Under no circumstances will Launchparty be liable in any way for any content or materials of any third parties (including users), including for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that Launchparty does not pre-screen content, but that Launchparty and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service. Without limiting the foregoing, Launchparty and its designees will have the right to remove any content that violates these Terms of Service or is deemed by Launchparty, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

User Content: You represent and warrant that you own all right, title and interest in and to such User Content, including all copyrights and rights of publicity contained therein. You hereby grant Launchparty and its affiliated companies, successors, and assigns a non-exclusive, worldwide, royalty-free, fully paid-up, transferable, sublicensable (directly and indirectly through multiple tiers), perpetual, and irrevocable license to copy, display, upload, perform, distribute, store, modify, and otherwise use your User Content in connection with the operation of the Service and the promotion, advertising or marketing of the foregoing in any form, medium or technology now known or later developed. You assume all risk associated with your User Content and the transmission of your User Content, and you have sole responsibility for the accuracy, quality, legality and appropriateness of your User Content.

You hereby authorize Launchparty and its third-party service providers to derive statistical and usage data relating to your use of the Service ("**Usage Data**"). We may use Usage Data for any purpose in accordance with applicable law and our Privacy Policy.

Any questions, comments, suggestions, ideas, feedback, reviews, or other information about the Service ("**Submissions**"), provided by you to Launchparty are non-confidential and Launchparty will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment, attribution, or compensation to you. You understand and acknowledge that Launchparty has both internal and external resources which may have developed, or may in the future develop, ideas, content, programming, etc. identical to or similar to your Submissions and you agree that Launchparty will not incur any obligation or liability to you or otherwise as a result of (i) any such similarities or (ii) Launchparty's review of any of the Submissions.

You acknowledge and agree that Launchparty may preserve User Content and may also disclose User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws, or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Launchparty, its users, or the public. You understand that the technical processing and

transmission of the Service, including your User Content, may involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

Copyright Complaints: Launchparty respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify Launchparty of your infringement claim in accordance with the procedure set forth below.

Launchparty will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act (“**DMCA**”) and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to Launchparty’s Copyright Agent at support@launchparty.vc (Subject line: “**DMCA Takedown Request**”). You may also contact the Copyright Agent by mail at:

**2618 Vista Diablo Court
Pleasanton, CA 94566**

To be effective, the notification must be in writing and contain the following information:

- a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright or other intellectual property interest that is allegedly infringed;
- identification of the copyrighted work or other intellectual property that you claim has been infringed, or, if multiple copyrighted works or other intellectual property are covered by a single notification, a representative list of such works or other intellectual property;
- identification of the content that is claimed to be infringing or to be the subject of infringing activity, and where the content that you claim is infringing is located on the Service, with enough detail that we may find it on the Service;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and
- a statement by you that the information in your notice is accurate and, under penalty of perjury, that you are the copyright or intellectual property owner or are authorized to act on the behalf of the owner of the copyright or intellectual property that is allegedly infringed.

Counter-Notice: If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner’s agent, or pursuant to the law, to upload and use the content in your User Content, you may send a written counter-notice containing the following information to the Copyright Agent:

- your physical or electronic signature;
- identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- a statement by you, made under penalty of perjury, that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content to be removed or disabled; and
- your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court located within the District of Delaware and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Launchparty will send a copy of the counter-notice to the original complaining party informing them that Launchparty may replace the removed content or cease disabling it within ten (10) business days. Unless the owner of the applicable copyrighted work or other intellectual property files an action seeking a court order against Launchparty or the user, the removed content may be replaced, or access to it restored, within ten (10) to fourteen (14) business days or more after receipt of the counter-notice, at our sole discretion.

Repeat Infringer Policy: In accordance with the DMCA and other applicable law, Launchparty has adopted a policy of terminating, in appropriate circumstances and at Launchparty's sole discretion, the accounts of users who are deemed to be repeat infringers. Launchparty may also at its sole discretion limit access to the Service and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

6. Third-Party Services and Websites

The Service may provide links or other access to services, sites, technology, and resources that are provided or otherwise made available by third parties (the "**Third-Party Services**"). Additionally, you may enable or log in to the Service via various online Third-Party Services, such as social media and social networking services like Facebook, Instagram, Discord, Notion, LinkedIn, TikTok or Twitter. Your access and use of the Third-Party Services may also be subject to additional terms and conditions, privacy policies, or other agreements with such third party, and you may be required to authenticate to or create separate accounts to use Third-Party Services on the websites or via the technology platforms of their respective providers. Some Third-Party Services will provide us with access to certain information that you have provided to third parties, including through such Third-Party Services, and we will use, store and disclose such information in accordance with our Privacy Policy. For more information about the implications of activating Third-Party Services and our use, storage and disclosure of information related to you and your use of such Third-Party Services within the Service, please see our Privacy Policy. Launchparty has no control over, does not endorse, and is not

responsible for such Third-Party Services, including for the accuracy, availability, reliability, or completeness of information shared by or available through Third-Party Services, or on the privacy practices of Third-Party Services. We encourage you to review the privacy policies of the third parties providing Third-Party Services prior to using such services. You, and not Launchparty, will be responsible for any and all costs and charges associated with your use of any Third-Party Services. Launchparty enables these Third-Party Services merely as a convenience and the integration or inclusion of such Third-Party Services does not imply an endorsement or recommendation. Any dealings you have with third parties while using the Service are between you and the third party. Launchparty will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Third-Party Services.

7. Indemnification

You agree to defend, indemnify, and hold harmless Launchparty, its affiliates, and its and their respective officers, employees, directors, service providers, licensors, and agents (collectively, the “**Launchparty Parties**”) from any and all losses, damages, expenses, including reasonable attorneys’ fees, rights, claims, actions of any kind, and injury (including death) arising out of or relating to your use of the Service, any User Content, your connection to the Service, your violation of these Terms of Service, or your violation of any rights of another. Launchparty will provide notice to you of any such claim, suit, or proceeding. Notwithstanding the foregoing, (a) you will have no obligation to indemnify or hold harmless any Launchparty Party from or against any liability, losses, damages, or expenses incurred as a result of any action or inaction of such Launchparty Party and (b) Launchparty reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section, and you agree to cooperate with any reasonable requests assisting Launchparty’s defense of such matter. You may not settle or compromise any claim against the Launchparty Parties without Launchparty’s written consent.

8. Disclaimer of Warranties

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. LAUNCHPARTY PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

THE LAUNCHPARTY PARTIES MAKE NO WARRANTY THAT (A) THE SERVICE WILL MEET YOUR REQUIREMENTS; (B) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE INFORMATION, MATERIALS, OR RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

LAUNCHPARTY PROVIDES ITS USERS WITH A VARIETY OF SERVICES, TOOLS AND RESOURCES WITH THE GOAL OF CONNECTING ENTREPRENEURS AND INVESTORS. LAUNCHPARTY IS NOT A “BROKER,” “DEALER” OR “FUNDING PORTAL” (AS DEFINED IN SECTION 3(A) OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED). LAUNCHPARTY DOES NOT ENDORSE ANY THIRD PARTIES, OR THIRD PARTY CONTENT. LAUNCHPARTY MERELY SERVES AS A PLATFORM FOR INTERACTIONS BETWEEN ENTREPRENEURS AND INVESTORS AND IS NOT INVOLVED IN THE ACTUAL TRANSACTIONS BETWEEN SUCH ENTREPRENEURS AND INVESTORS. LAUNCHPARTY IS NOT RESPONSIBLE FOR ANY INVESTMENT OR OTHER DECISIONS MADE BY ANY INDIVIDUAL OR ENTITY IN CONNECTION WITH ANY OPPORTUNITY POSTED ON OR THROUGH THE SERVICES.

9. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE LAUNCHPARTY PARTIES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING DAMAGES FOR LOSS OF GOODWILL, USE, OR DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE LAUNCHPARTY PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, RESULTING FROM: (A) THE USE OR THE INABILITY TO USE THE SERVICE; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (D) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (E) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL THE LAUNCHPARTY PARTIES’ TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID LAUNCHPARTY IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTIONS TITLED “DISCLAIMER OF WARRANTIES” AND “LIMITATION OF LIABILITY” ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION WILL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

10. Investor Responsibilities

Launchparty does not give investment advice, endorsement, analysis or recommendations with

respect to any securities. All securities listed here are being offered by, and all information included on the Service is the responsibility of, the applicable issuer of such securities.

Offers to sell securities can only be made through official offering documents that contain important information about the investment and the issuers, including risks. Investors should carefully read the offering documents. Investors should conduct their own due diligence and are encouraged to consult with their tax, legal and financial advisors.

You are a self-directed investor who is individually responsible for determining the suitability of your investment decisions. Launchparty is not responsible for the investment decisions made by you or on your behalf. Launchparty is not responsible for the strategies, actions or inactions taken with respect to your investments you make related to the Service. Launchparty is not responsible for the gains or losses you incur. The employees, agents and representatives of Launchparty are not authorized to give you investment advice, and any instructions you receive from Launchparty with respect to investments you make related to the Service will be limited to technical or administrative guidance.

You assume individual responsibility for determining the suitability of all investment decisions and strategies you make or implement. You are solely responsible for knowing the risks, rights, and terms for all investments you make related to the Service. You further understand that Launchparty will not advise you personally concerning the nature, potential, value or suitability of any particular security, portfolio of securities, transaction, investment strategy or other matter. You acknowledge that you are responsible for your own financial decisions, including determining whether any investment, investment strategy, security or related transaction is appropriate for you based on your personal investment objectives, financial circumstances, and risk tolerance. You should consult your business advisor, attorney, or tax and accounting advisor regarding your specific business, legal, or tax situation. Launchparty, its affiliates, and their service providers assume no responsibility or liability for your trading and investment results.

Investing in private company securities is not suitable for all investors. An investment in private company securities is highly speculative and involves a high degree of risk and should only be considered a long-term investment. You must be prepared to withstand a total loss of your investment. Private company securities are also highly illiquid, and there is no assurance that your investment objectives will be attained or guarantee that a market will develop for such securities. Each investment also carries its own specific risks and you should complete your own independent due diligence regarding the investment, including obtaining additional information about the company, opinions, financial projections and legal or other investment advice. Accordingly, investing in private company securities is appropriate only for those investors who can tolerate a high degree of risk and do not require a liquid investment. Inherent, actual or potential conflicts of interest may exist between you and Launchparty.

Under no circumstances should any person make trading decisions based solely on the information provided on the Service. We are not a qualified financial advisor, and you should not construe any information discussed on the Service to constitute investment advice. It is

strictly informational in nature. You are solely responsible for making your own investment decisions and any consequences relating to such decisions.

For further information related to the risks associated with investments you make related to the Service, refer to the Investor Agreement.

11. Dispute Resolution By Binding Arbitration

a) General

You hereby acknowledge and agree that:

- (i) All parties to this Agreement are giving up their right to sue each other in court, including the right to a jury trial, except as provided by the rules of the arbitration forum in which a claim is filed.
- (ii) Arbitration awards are generally final and binding; a party's ability to have a court reverse, repeal, or modify an arbitration award is very limited.
- (iii) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- (iv) The arbitrators generally do not have to explain the factual findings or reason(s) for their award.
- (v) The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.
- (vi) 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.
- (vii) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

b) For Users Entering into these Terms of Service as

Individuals PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS

YOUR RIGHTS.

(i) Agreement to Arbitrate

This Dispute Resolution by Binding Arbitration section is referred to in these Terms of Service as the "**Arbitration Agreement.**" If you are entering into these Terms of Service as an individual (as opposed to on behalf of an entity), you agree that any and all disputes or claims that have arisen or may arise between you and Launchparty, whether arising out of or relating to these Terms of Service (including any alleged breach thereof), the Service, any advertising, or any aspect of the relationship or transactions between us, will be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into these Terms of Service, you and

Launchparty are each waiving the right to a trial by jury or to participate in a class action. Your

rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

(ii) **Prohibition of Class and Representative Actions and Non-Individualized Relief**

YOU AND LAUNCHPARTY AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND LAUNCHPARTY AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.

(iii) **Pre-Arbitration Dispute Resolution**

Launchparty is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at support@launchparty.vc. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("**Notice**"). The Notice to Launchparty should be sent to 2618 Vista Diablo Court, Pleasanton, CA 94566 ("**Notice Address**"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Launchparty and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Launchparty may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Launchparty or you will not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Launchparty is entitled.

(iv) **Arbitration Procedures**

Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("**AAA**") rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the "**AAA Rules**"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, <https://www.adr.org/consumer>. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms of Service as a court would. All issues are for the arbitrator

to decide, including issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Terms of Service and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Launchparty and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination will be made by AAA. If your claim is for \$10,000 or less, Launchparty agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

(v) Costs of Arbitration

Payment of all filing, administration, and arbitrator fees (collectively, the “**Arbitration Fees**”) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, Launchparty will reimburse you for all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, Launchparty will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Launchparty will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys’ fees will be governed by the AAA Rules.

(vi) Confidentiality

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

(vii) Severability

If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection (b) above titled “Prohibition of Class and Representative Actions and Non-Individualized Relief” above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this

Arbitration Agreement will be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of subsection (b) above titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" are invalid or unenforceable, then the entirety of this Arbitration Agreement will be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of these Terms of Service will continue to apply.

(viii) Future Changes to Arbitration Agreement

Notwithstanding any provision in these Terms of Service to the contrary, Launchparty agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Service, you may reject any such change by sending Launchparty written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service).

c) Dispute Resolution By Binding Arbitration – For Users Entering into these Terms of Service on behalf of an Entity

You and Launchparty intend that these Terms of Service are to be construed and enforced in accordance with the laws of the State of California without regard to any conflict-of-law or choice-of-law rules, and that the rule of construction that provides that a document is construed against the maker thereof be inapplicable in the construction of any of the terms of these Terms of Service. Any dispute, claim, or controversy arising out of or relating in any way to these Terms of Service or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined through confidential binding arbitration in San Francisco County, California before one arbitrator. The confidential binding arbitration shall be administered by AAA pursuant to its Commercial Arbitration Rules, and you and Launchparty shall maintain the confidential nature of the arbitration proceeding and the award, including the hearing. Judgment on the award may be entered in any court having jurisdiction.

d) Exceptions

Notwithstanding the foregoing, nothing in any User Agreement will be deemed to waive, preclude, or otherwise limit the right of either party to: (i) bring an individual action in small claims court; (ii) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (iii) seek injunctive relief in a court of law; (iv) to file suit in a court of law to address an intellectual property infringement claim; or (v) pursue any available remedies under federal or state securities law.

12. Termination

You agree that Launchparty, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including for lack of use or if Launchparty believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Service, may be referred to appropriate law enforcement authorities. Launchparty may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of these Terms of Service may be effected without prior notice, and acknowledge and agree that Launchparty may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Launchparty will not be liable to you or any third party for any termination of your access to the Service.

13. User Disputes

You agree that you are solely responsible for your interactions with any other user in connection with the Service, and Launchparty will have no liability or responsibility with respect thereto. Launchparty reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Service.

14. General

These Terms of Service (together with the terms incorporated by reference herein) constitute the entire agreement between you and Launchparty governing your access and use of the Service, and supersede any prior agreements between you and Launchparty with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use Third-Party Services, third-party content or third-party software. These Terms of Service will be governed by the laws of the State of California without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and Launchparty submit to the personal and exclusive jurisdiction of the state and federal courts located within San Francisco County, California. The failure of Launchparty to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of these Terms of Service and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You

may not assign these Terms of Service without the prior written consent of Launchparty, but Launchparty may assign or transfer these Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. As used in these Terms of Service, the words “include” and “including,” and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words “without limitation.” Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service. Launchparty will not be in default hereunder by reason of any failure or delay in the performance of its obligations where such failure or delay is due to civil disturbances, riot, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or unavailability of electrical power, network access or equipment, or any other circumstances or causes beyond Launchparty’s reasonable control.

15. Notice for California Users

If you entered into these Terms of Service as an individual (and not on behalf of an entity), the following applies: Under California Civil Code Section 1789.3, users of the Service from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted (a) via email at dca@dca.ca.gov; (b) in writing at: Department of Consumer Affairs, Consumer Information Division, 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834; or (c) by telephone at (800) 952-5210 or (800) 326-2297 (TDD). Sacramento-area consumers may call (916) 445-1254 or (916) 928-1227 (TDD). You may contact us at Launchparty, Inc. or 2618 Vista Diablo Court, Pleasanton, CA 94566.

16. U.S. Government Restricted Rights

The Service is made available to the U.S. government with “RESTRICTED RIGHTS.” Use, duplication, or disclosure by the U.S. government is subject to the restrictions contained in 48 CFR 52.227-19 and 48 CFR 252.227-7013 et seq. or its successor. Access or use of the Service (including the Software) by the U.S. government constitutes acknowledgement of our proprietary rights in the Service (including the Software).

17. Questions? Concerns? Suggestions?

Please contact us at support@launchparty.vc or 2618 Vista Diablo Court, Pleasanton, CA 94566 to report any violations of these Terms of Service or to pose any questions regarding these Terms of Service or the Service.

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