

## **Terms of Use**

Dalmore Group, LLC d/b/a DirectCF.com (together with its affiliates, "DirectCF", "we", "our" or "us") provides this website to you under the following terms and conditions (this "Agreement" or "Terms of Use"). Our Privacy Policy (which is posted to our website) explains how we collect and use information from visitors to our website ("Visitors"), and is incorporated by reference in these Terms of Use. By visiting or otherwise using our website (the "Site") or submitting any information to us through the Site, you consent to and agree to be bound by these Terms of Use and our Privacy Policy. By using the Site in any manner, including but not limited to visiting or browsing the Site, you agree to be bound by this Agreement, the Privacy Policy, and all other operating rules, policies and procedures that we may publish from time to time on the Site, each of which is incorporated in these Terms of Use by reference and each of which we may update from time to time without notice to you. Your use of the Site is governed by the version of this Agreement in effect on the date of use.

You can access the Site at the domain name [www.DirectCF.com](http://www.DirectCF.com)

## **Account Registration**

In order to access certain features of the Site or to post content on the Site you must register and create an account ("Account"). You must complete the registration process by providing us with current, complete and accurate information. You must also choose a password. You are entirely and solely responsible for maintaining the confidentiality of your password and account. You agree to notify DirectCF immediately of any unauthorized use of your Account or any other breach of security. You may not share your password, let anyone else access your Account, or do anything else that might jeopardize the security of your Account. You may not transfer your Account to anyone without first getting our written permission.

You agree that your Account will be self-directed and that you are solely responsible for all purchases, orders, investment decisions and instructions placed in your Account. Although the Site may provide data, information or content provided by other parties relating to investment strategies or opportunities to buy or sell securities, you should not construe any such content as tax, legal, financial, or investment advice. Unless we provide you with specific advice that we explicitly and clearly identify as an individualized recommendation specifically addressed to you (which we do not expect to take place), you represent that you are basing and will base any decision to invest solely on your consideration of the risks involving a particular security or that of a third-party (i.e. your personal financial advisor) that you make those decisions solely at your own risk. All investments involve a degree of risk, and you acknowledge and agree that you are solely responsible for determining the suitability of an investment or strategy and accept the risks associated with such decisions that may include the risk of complete loss of your principal. You agree and acknowledge that you are solely responsible for conducting legal, accounting, financial, and any other due diligence review on the companies listed on the Site. You are advised to consult with a licensed legal professional and investment advisor for any

legal, tax, financial, or investment advice. The Site provides you with the ability for you to make your own investment decision without any advice by the Site.

### **Registered Account Obligations**

The named registered user of an Account is the only person that may use the Account and it may not be transferred to anyone else. If you are the control person on a Company page, you may transfer responsibility for the page to another individual by contacting our customer service at the following email address or phone number: [support@directCF.com](mailto:support@directCF.com). If you represent a firm considering or managing an investment on The Site or providing advisory services, your replacement representative must register for his or her own Account and establish any links from that Account that may be available on the Site to the firm.

You are responsible for maintaining the confidentiality of your username and password and to periodically change your password to maintain security. If you have concerns that your username or password may have been compromised and suspect that unauthorized access to your account or the Portal has occurred, you must immediately contact DirectCF's customer service at 646-921-7238.

### **Content Use Limitations**

You may use the Portal and its videos, webinars, images, infographics, alerts, text, articles, assessments, checklists, forms, ratings, design, data, source code, analytics, photos, software, trademarks, copyrights, and other information ("Content") only for the lawful and intended purposes expressly authorized by DirectCF. You may not modify, reproduce, transmit, distribute, display publicly, perform, or create derivative works from that Content. Any misuse or unauthorized use of the Portal and its Content, or other violations of the Terms may violate Applicable Law (see below), including without limitation SEC regulations and applicable state securities laws, copyright laws (including the Digital Millennium Copyright Act), trademark laws, patent laws, the laws of privacy, laws of publicity, laws governing identity theft, and communications statutes and regulations, in which case DirectCF may terminate your Account and access to the Portal at any time and without notice and report you to the appropriate authorities and other interested parties, such as someone claiming an intellectual-property interest. See our Privacy Policy for more information.

Even if such Content or activity does not violate Applicable Law, you are prohibited from posting or transmitting any material on or through the Portal that, in DirectCF's sole opinion, is or could be offensive, fraudulent, unlawful, threatening, disingenuous, libelous, defamatory, obscene, scandalous, inflammatory, pornographic or profane, or that constitutes anti-competitive collaboration or antitrust violations, or any material that could constitute or encourage conduct that might be a criminal offense, give rise to civil liability, or otherwise violate any Applicable Law. DirectCF will cooperate with any law enforcement authorities or court order requesting or directing DirectCF to disclose the identity of anyone posting any such information or materials on the Portal.

By posting Content on the Portal, you represent and warrant that you have all necessary rights or permissions to make the Content available on the Portal and acknowledge that no postings on the Portal are confidential and that all postings are available for public viewing.

### **Digital Millennium Copyright Act and the Transmission of Third-Party Content**

You may not upload, post or otherwise distribute on this Site anything protected by copyright or other proprietary rights unless the owner of the applicable copyright or proprietary right has authorized you to do so. Such uploading, posting or distribution is illegal and may subject you to civil penalties and criminal prosecution. We are not liable for damages resulting from any resulting from such uploading, posting or distribution.

DirectCF designates Oscar Seidel pursuant to the federal Digital Millennium Copyright Act to receive complaints and notices of suspected copyright infringement. If you believe that someone has copied your work and made it accessible on the Site, you may notify us by providing Oscar Seidel with the following:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyrighted work;
- A description of the copyrighted work that has been infringed, including the URL or web address where the copyrighted work exists or a copy of the copyrighted work;
- Your mailing address, email address, and telephone number;
- Your representation (under penalty of perjury) that you believe in good faith that neither copyright owner or an authorized representative has authorized the disputed use, that you are the owner or a representative of the owner, and that your notice is true and accurate.

You may reach Oscar Seidel by email at [support@directCF.com](mailto:support@directCF.com) , telephone at 646-921-7238, or US mail at 1177 Avenue of the Americas, 7th floor, New York, NY 10036.

### **Investors**

The securities offered on this Site may generally be purchased by all investors, except that certain investors and investments may be restricted based on jurisdiction, regulatory requirements, financial status or amounts previously invested.

WE ARE ENTITLED TO RELY UPON REPRESENTATIONS MADE BY YOU OR ANYONE ELSE PURSUANT TO THESE TERMS AND ANY SUBSCRIPTION OR PURCHASE AGREEMENTS YOU ENTER INTO THROUGH THIS SITE. YOU AGREE TO IMMEDIATELY NOTIFY US OF ANY CHANGE IN SUCH INFORMATION.

### **Issuers**

Each issuer or person who is offering securities on the Site (an "Issuer") is responsible for the material such Issuer posts on this Site and, by posting such material, represents that: (i) it has complied in all material respects with all applicable rules and regulations; and (ii) such information will not contain any untrue statement of a material fact or omit to state a material fact required to be stated or necessary to make such statements not misleading in light of the circumstances under which the statements are made. The Site, DirectCF and any investors are entitled to rely upon any representations made by the Issuer. Each Issuer is responsible for ensuring that his, her or its securities offering, including use of the Site, complies in all respects with all applicable statute, law, ordinance, regulation, rule, code, injunction, judgment, decree or order of any United States or foreign, federal, state, local, municipal or other governmental, regulatory or administrative authority, agency or commission or any judicial or arbitral body, or any other body duly authorized to exercise any administrative, judicial, executive, legislative, police, regulatory or taxing authority power or authority of any of the foregoing ("Applicable Law"). Each authorized representative of an Issuer accessing the Site hereby represents and warrants, on behalf of such Issuer, that his, her or its use of the Site complies, and shall comply at all times, with Applicable Law. Each Issuer hereby agrees, by creating an Issuer Account and using the Site, that he, she or it shall become a member of the DirectCF general community, shall receive communications from DirectCF, and grants to DirectCF a perpetual, irrevocable, and non-exclusive license to publish and otherwise use all of the data posted by such Issuer on the Site ("Data").

Each Visitor hereby agrees to indemnify, defend and hold DirectCF and any of its affiliates, and any of its successors and assigns, and any of their respective officers, directors, employees, agents, representatives, licensors, advertisers, suppliers, and operational service providers harmless from and against any and all claims, actions, losses, expenses, damages and costs (including reasonable attorneys' fees), resulting from any breach or violation of these Terms of Use by such Issuer or its employees, agents, customers, or affiliates or arising from such Issuer's or its employees, agents, customers, or affiliates use of the Site.

### **Portal Fees and Payment Terms**

Use of the Site may be subject to certain fees or charges (collectively the "Fees"). DirectCF will invoice your business for fees due using the contact information you have provided to DirectCF. Prompt payment of fees is required to maintain your Company's live listing on the Portal. All Fees are non-refundable. DirectCF will use commercially reasonable efforts to provide you notice in the event the Fees change.

### **Exclusivity Terms**

By registering for the Portal and signing up for a Company Account and preparing an offering on DirectCF, or when a marketing agency that works on behalf of Company establishes a draft offering for Company on The Portal, Company agrees that for 12 months after Company offering first goes live to the public, Company will not use any other on-line funding Portal to raise, solicit, or otherwise obtain funding. By accepting from DirectCF introductions to

marketing agencies or broker dealers, and by using any such service provider that DirectCF introduced to Company, Company commits to pay the applicable Fees, and Company shall conduct its offering with and through DirectCF.

### **General Guidelines**

You represent and warrant that all information that you provide to DirectCF or through the Site is accurate, complete and truthful. You acknowledge and agree that DirectCF and its agents are entitled to rely upon the information you provide as true, accurate and complete. We reserve the right to suspend or terminate your Account if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete.

DirectCF grants you a limited, revocable, non-exclusive, and non-transferable license to view, copy and print content on the Site for personal, non-commercial purposes. Please note that DirectCF grants the operators of public search engines a limited, non-exclusive, non-transferable license to copy materials from the Site for the purpose of creating publicly available, searchable indices of Site content. We reserve the right to terminate or limit your access to the Site or the licenses granted herein for any reason and in our sole discretion. You agree not to modify, damage, disrupt, disable, overburden, impair, alter or interfere with the use, features, functions, operation, security or maintenance of the Site or the rights or use and enjoyment of the Site by any other person or entity in any manner.

You are prohibited from posting or transmitting any material on or through the Site that, in DirectCF's sole opinion, is or could be offensive, fraudulent, unlawful, threatening, disingenuous, libelous, defamatory, obscene, scandalous, inflammatory, pornographic or profane, that harasses an Issuer or other users of this Site, that comprises duplicated or repetitive postings or postings by the same person under different identities, and any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. DirectCF will cooperate with any law enforcement authorities or court order requesting or directing DirectCF to disclose the identity of anyone posting any such information or materials on the Site.

### **No Representations or Warranties**

DirectCF makes no representation as to the completeness or accuracy of the information provided on the Site. DirectCF does not endorse or vouch for the reliability or accuracy of any content or information distributed through or accessed from the Site. DirectCF shall not be liable and disclaims any liability for any investment decisions based upon such information. You agree that you rely upon any content or information distributed through or accessed from the Site at your sole risk. DirectCF is entitled to rely upon the information provided by its users. DirectCF cannot guarantee that Issuers will use the proceeds of their investments in accordance with the stated purpose. To the extent provided by law, DirectCF assumes no liability or responsibility for any errors or omissions in the content of the Site. DirectCF has not reviewed

all of the links provided on the Site and is not responsible for the content of any off-Site pages. You click on hyperlinks and visit any off-Site pages at your own risk.

### **Intellectual Property**

You hereby acknowledge and agree, in your individual capacity and on behalf of any Issuer for which you are an authorized representative, subject to the Privacy Policy, that all content and images on the Site are either the property of, or used with permission by, DirectCF. The use of the content or images by you or anyone authorized by you, is prohibited unless specifically permitted by these Terms of Use or provided elsewhere on the Site. By providing content or Data on the Site, subject to the Privacy Policy, you grant us a royalty-free, non-exclusive, and worldwide license, under your intellectual property rights, to publish, copy, reformat, index, modify, display, distribute and put to commercial and other uses such content or Data. We will not pay any compensation with respect to our use of such content or Data. DirectCF neither warrants nor represents that your use of materials displayed on the Site will not infringe rights of third parties that are not owned or affiliated with DirectCF.

The trademarks, logo and slogans displayed on the Site, including the mark DirectCF, (collectively the "Trademarks"), are owned by DirectCF and others. Nothing on this Site should be construed as granting any license or right to use the Trademarks without written permission of DirectCF or such third-party owner of the Trademarks. Your misuse of the Trademarks, or any other content on the Site, except as provided in these Terms of Use, is strictly prohibited. You are advised that DirectCF will aggressively enforce its intellectual property rights to the fullest extent of the law.

### **Communications**

You agree, in your individual capacity and on behalf of any Issuer for which you are an authorized representative, that DirectCF may send communications to you via your mailing address, email, telephone or facsimile number provided by you on your Account. You agree to notify us of any changes in your address or contact details. DirectCF may also deliver information orally. Communications shall be deemed delivered to you when sent and not when received. Your use of electronic signatures to sign documents legally binds you in the same manner as if you had manually signed such documents. The use of electronic versions of documents and their transmission by electronic means such as email satisfies any requirement that such documents be provided to you in writing. If you sign electronically, you represent that you have the ability to access and retain a record of such documents. You agree that you are responsible for reading and understanding these documents and agree to conduct business by electronic means. You are obligated to review the Site periodically for changes and modifications and agree not to contest, in any proceeding arising out of this Agreement, the admissibility or enforceability the Site's electronically stored copy of this Agreement.

Although you consent to electronic delivery, you may elect to deliver communications by other means and such delivery shall not affect your consent. You may revoke consent to electronic

delivery of communications and receive a paper version at your election. DirectCF shall have a reasonable period to effect such a change and DirectCF may charge you a reasonable fee for sending such paper copies. If you elect to use electronic delivery, you agree and represent that you have a suitable computer with Internet access, an email address and the availability to download, save and print communications to retain a record of such communications. You agree that you are solely responsible for maintaining such equipment and services required for online access.

You agree that any information that you transmit to the Site or DirectCF in any manner including, but not limited to, pictures, videos, questions, comments, suggestions, website addresses and links to other website or articles, etc., is not confidential or proprietary and can be used by DirectCF or its affiliates for any purpose. DirectCF is free to use any idea, concepts, know-how, techniques, etc., contained in any communication to the Site of the DirectCF for any purpose.

### **Change or Termination**

We may, without prior notice, change the Site, stop providing or terminate the Site, or any of its applications or services, or create usage limits for the Site. We may permanently or temporarily terminate or suspend your access to the Site without notice or liability, for any reason or for no reason, including if in our sole determination you violate any provision of these Terms of Use. Upon termination of these Terms of Use or your access to the Site for any reason or no reason, you will remain bound by those specific Terms of Use that, by their nature, should survive termination, including without limitation ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

### **Disclaimer of Liability**

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INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE SHALL BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO, OR USE OF, THE SITE. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THE EXCLUSION OF IMPLIED WARRANTIES.

DirectCF makes no representation or warranty, express or implied, with respect to any third-party data provided to DirectCF or its transmission, timeliness, accuracy or completeness, including but not limited to implied warranties or warranties of merchantability or fitness for a particular purpose. DirectCF 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 (a) any such inaccuracy, error, delay or omission, (b) non-performance or (c) interruption in any such third-party data due either to any negligent act or omission by DirectCF or "force majeure" or any other cause beyond the control of DirectCF.

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DirectCF assumes no responsibility for, and shall not be liable for, any damages to or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in the Site or your downloading of any materials, data, text, images, video, or audio from the Site. We do not, and cannot, guarantee that any Investor is actually an Accredited Investor (as defined above), or that any content or information provided on this Site is true, correct, complete or viable.

Although DirectCF may from time to time monitor or review discussions, postings, transmissions, and the like on the Site, DirectCF is under no obligation to do so and assumes no responsibility or liability arising from such content nor for any error, defamation, libel, slander, omission, falsehood, obscenity, profanity, danger or inaccuracy contained in any information within such locations on the Site. DirectCF reserves the right to remove any content from the Site or to restrict access to the Site for any reason without notice.



## **US Jurisdiction**

We make no representation that this Site is operated in accordance with the laws or regulations of, or governed by, nations other than those of the United States. If you are located outside of the United States, you use this Site at your own risk and initiative and you, not us, are responsible for compliance with any applicable local and national laws.

The content, material and information contained on the Site does not constitute an offer or solicitation and may not be treated as an offer or solicitation (a) in any jurisdiction where such an offer or solicitation is against the law; (b) to anyone to whom it is unlawful to make such an offer or solicitation; (c) if the person making the offer or solicitation is not qualified to do so. The securities offered on this Site can be marketed only in certain jurisdictions only. You acknowledge and agree that it is solely your responsibility to be aware of the applicable laws and regulations of your country of residence. The content provided on this Site does not constitute an offer or solicitation to sell securities referred to on this Site, by anyone in any jurisdiction in which such offer, solicitation or distribution would be unlawful or in which the person making such offer or solicitation is not qualified to do so or to anyone to whom it is unlawful to make such offer or solicitation. Applications to invest in any offering referred to on this Site must only be made on the basis of the offering document relating to the specific investment.

This site is not directed at you if we are prohibited by any law of any jurisdiction from making the information on this site available to you. You should satisfy yourself before accessing the Site that the law of the jurisdiction in which you reside permits us to advertise investment products to you. It is your responsibility to be aware of and to observe all applicable laws and regulations of any relevant jurisdiction, including the one in which you reside. The securities described on this site are not registered under the Securities Act of 1933, as amended.

## **Governing Law**

These Terms of Use shall be governed by, construed and entered in accordance with the laws of the State of New York applicable to contracts deemed to be made within such state, without regard to choice of law or conflict of law provisions thereof to the extent application of such laws would cause the laws of a different state to apply. YOU HEREBY WAIVE YOUR RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, ACTION OR PROCEEDING, DIRECTLY OR INDIRECTLY, ARISING OUT OF, OR RELATING TO, THESE TERMS OF USE TO THE FULLEST EXTENT PERMITTED BY LAW. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

## **Dispute Resolution**

In the event of any claim, controversy or alleged dispute between you and DirectCF, its members or affiliates ("Dispute"), you hereby agree to attempt in good faith to amicably resolve any Dispute at least 30 days before instituting any legal proceeding. Each party agrees

to submit any Dispute for resolution by final binding arbitration after serving written notice, which notice shall set forth in detail the controversy, question, claim or alleged breach along with your attempt to resolve such Dispute. Upon such notice and attempt to resolve, the party may then commence an arbitration proceeding pursuant to the rules of the American Arbitration Association ("AAA") to be held in New York, New York, before an arbitrator to be selected by the AAA. Any such arbitration may only be commenced within one year after the party requesting arbitration obtains knowledge of the cause of action forming the basis of the controversy or claim accrued.

In any arbitration and subject to the ultimate discretion of the presiding arbitrator, each side will be limited to a maximum of one (1) day of argument (including rebuttal), and the parties agree in good faith to minimize discovery burdens (e.g. confine the scope to actual areas in dispute and limit the topics and number of pages on which information is requested to matters directly relevant). The decision(s) of the arbitrator shall be final and binding and may not be appealed to any court of competent jurisdiction, or otherwise, except upon claim of fraud or corruption as by law provided, provided, however, that implementation of such decision(s) shall in no way be delayed or otherwise impaired pending the outcome of any such appeal. Judgment upon the award rendered in such arbitration may be entered by any court having jurisdiction thereof. You agree that all Disputes will be limited between you, individually, and DirectCF. To the full extent allowable by law, you agree that no arbitration proceeding or other dispute resolution proceeding shall be joined with any other party or decided on a class-action basis.

Notwithstanding the foregoing, you agree that the following matters shall not, at the election of DirectCF, be subject to binding arbitration: (1) any Dispute related to, or arising from allegations of criminal activity; (2) any Disputes concerning DirectCF's intellectual property rights; and (3) any claim for injunctive relief. All arbitration proceedings will take place in New York county, New York, United States of America. Any Dispute not subject to arbitration shall be decided by a court of competent jurisdiction within New York County, New York, United States of America. Each party hereby waives any claim that such venue is improper or inconvenient.

### **Indemnification**

You, on behalf of yourself and each Issuer for which you are an authorized representative, agree to indemnify, defend and hold DirectCF and any of its affiliates, and any of its successors and assigns, and any of their respective officers, directors, employees, agents, representatives, licensors, advertisers, suppliers, and operational service providers harmless from and against any and all claims, actions, losses, expenses, damages and costs (including reasonable attorneys' fees), resulting from any breach or violation of these Terms of Use by you or arising from your use of the Site.

DirectCF reserves the right to assume, at its sole expense, the exclusive defense and control of any such claim or action and all negotiations for settlement or compromise, and you agree to

fully cooperate with DirectCF in the defense of any such claim, action, settlement or compromise negotiations, as requested by DirectCF.

### **Notification Procedures**

We may provide notifications, including those regarding modifications to these Terms of Use, whether such notifications are required by law or are for marketing or other business-related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our Site, as determined by us in our sole discretion. We reserve the right to determine the form and means of providing notifications to visitors. You may opt out of certain means of notification as described in these Terms of Use by emailing us at [support@directCF.com](mailto:support@directCF.com), calling us at 646-921-7238, or by US Mail at 1177 Avenue of the Americas, 7th floor, New York, NY 10036. We are not responsible for any automatic filtering you or your network provider may apply to email notifications that we send to the email address you provided to us.

### **General**

No failure of DirectCF to enforce any right or provision of these Terms of Use will constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of DirectCF. Except as expressly set forth in these Terms of Use, the exercise by either party of any of its remedies under these Terms of Use will be without prejudice to its other remedies under these Terms of Use or otherwise. If for any reason a court or arbitral body, as applicable, of competent jurisdiction finds any provision of these Terms of Use invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms of Use will remain in full force and effect.

### **Miscellaneous**

Except as expressly provided in these Terms of Use, there shall be no third-party beneficiaries to the Terms of Use. DirectCF shall have the right to assign its rights or delegate any of its responsibilities under these Terms of Use to an affiliate or in connection with a merger, consolidation or reorganization of DirectCF for the sale of substantially all of its assets. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. You further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

These Terms of Use contain the entire understanding between you and DirectCF relating to the Site and DirectCF's services. These Terms of Use supersede any other Terms of Use or agreement regarding the Site and DirectCF's services prior to the Effective Date below.

These Terms of Use were last updated on December 9, 2020