

VENTURESTORM LLC
TERMS OF SERVICE

Last Modified: June 15, 2016

1. Scope.

1.1. **Terms of Service.** These terms of service ("**Terms of Service**") govern the access and use of the website www.venturestorm.com, and affiliated websites, features, services, mobile applications, products, software and other services, or any portion thereof (collectively, the "**Service**"), owned or controlled by VentureStorm LLC, a Maryland limited liability VentureStorm, or its affiliated companies ("**VentureStorm**" or "**we**" or "**our**" or "**us**"). Affiliated companies are entities that control, are controlled by or are under common control with VentureStorm LLC.

1.2. **Privacy Policy.** For information about how VentureStorm collects, uses, and shares your information, please review our privacy policy ("**Privacy Policy**"), which can be found at www.venturestorm.com/privacypolicy, and is incorporated herein by reference. You agree that by using the Service you consent to the collection, use, and sharing (as set forth in the Privacy Policy) of such information, including the transfer of this information to the United States and/or other countries for storage, processing, and use by VentureStorm.

1.3. **Agreement.** These Terms of Service, the Privacy Policy, and any other legal notices published by us on the Service are, collectively, an agreement (this "**Agreement**") between VentureStorm and you ("**You**" or "**your**" or "**you**" or, a "**User**"), a user of the Service. By accessing or using the Service you acknowledge and agree to this Agreement, including, without limitation, these Terms of Service and the Privacy Policy. If you choose to not agree with any of the terms of this Agreement, including, without limitation, these Terms of Service or the Privacy Policy, you may not use the Service.

2. Ownership and License.

2.1. **Ownership of Marks and IP.** The design, trademarks, service marks, and logos of VentureStorm and the Service ("**VentureStorm Marks**"), are owned by or licensed to VentureStorm, subject to copyright and other intellectual property rights under United States, foreign laws and international conventions. Except as otherwise indicated, all copyright rights and other intellectual property rights in the Service and its contents, including any and all VentureStorm Marks, content, data, databases, information, text, music, sound, photos, images, graphics, audio, video, software, code, technology, methods, analyses, studies, reports, and other intellectual property contained therein ("**VentureStorm IP**") are owned by or licensed to VentureStorm, and protected by law, including copyright, database, trade secret, and trademark laws of the United States and all applicable jurisdictions, as well as other applicable state, national, and international laws and regulations.

2.2. **License.** During the term of this Agreement, VentureStorm grants you a limited, non-exclusive, non-transferable license to access the Service for your personal use in accordance with these Terms of Service. VentureStorm reserves all rights not expressly granted in and to the Service. You agree to not engage in the use, copying, sale or distribution of any of the Service, or any portion thereof, other than as expressly permitted.

3. Accounts.

3.1. **Account Registration.** If you choose to register for a VentureStorm account, you must complete the account registration process by providing us with current, complete, and accurate information as prompted by the applicable registration form. You also will choose a username and password. You agree to register only once using a single username. You agree you will not (i) register on behalf of another person; (ii) register under the name of another person or under a fictional name or alias; (iii) choose a username that constitutes or suggests an impersonation of any other person (real or fictitious) or entity or that you are a representative of an entity when you are not, or that is offensive; (iv) choose a username for the purposes of deceiving or misleading our users and/or the VentureStorm as to your true identity; or (v) choose a username that incorporates a solicitation. If you create an account, you represent and warrant that you have never been convicted of a felony and that you are not required to register as a sex offender with any government entity.

3.2. **Account Information.** You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You should notify us immediately of any known or suspected unauthorized use of your username and password or any other breach of security. VentureStorm will not be liable for any

loss that you may incur as a result of someone else using your username, password, or account, either with or without your knowledge. You could be held liable for losses incurred by VentureStorm or another party due to someone else using your username, password, or account. You may not use anyone else's account at any time, without the permission of the account holder. Your account is unique to you and may not be transferred to any third party.

3.3. Account Security. VentureStorm cares about the integrity and security of your account information. However, VentureStorm cannot guarantee that unauthorized third parties will never be able to defeat the Service's security measures or use any personal information you provide to us for improper purposes. You acknowledge that you provide your account information at your own risk.

4. Users.

4.1. User Content. As a user with a registered account, you may be able to submit content to the Service, including videos, photos, images, audio, text, information (including, without limitation, Personally Identifiable Information), user comments, and any other content (collectively, "**User Content**"). You shall be solely responsible for your own User Content and the consequences of submitting and publishing your User Content on the Service. You further agree that you will not submit to the Service any User Content or other material that is contrary to these Terms of Service or contrary to applicable local, national, and international laws and regulations.

4.2. Representations. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish User Content you submit. You further agree that User Content you submit to the Service will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant us all of the license rights granted herein. We do not permit copyright infringing activities and infringement of intellectual property rights on the Service, and we will remove all User Content if properly notified that such User Content infringes on another's intellectual property rights. For more information, please refer to the Section on our Copyright Policy below. We reserve the right to remove User Content without prior notice.

4.3. Ownership and License. You retain all of your ownership rights in your User Content. However, by submitting User Content to the Service, you hereby grant VentureStorm a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Content in connection with the Service and VentureStorm's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels (including for advertising or other commercial use). If we publish your User Content or authorize or license others to do so, your User Content may be edited for length, format, clarity or for any other reason either before or after it is published. You also hereby grant each user of the Service a non-exclusive license to access your User Content through the Service, and to use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the Service and under these Terms of Service. The above licenses granted by you in User Content you submit to the Service terminate within a commercially reasonable time after you remove your applicable User Content from the Service. You understand and agree, however, that we may retain, but not display, distribute, or perform, server copies of your applicable User Content that have been removed. The above licenses granted by you in user comments you submit are perpetual and irrevocable.

4.4. Submissions. You agree that User Content submitted by you will be considered non-confidential and we are under no obligation to treat such User Content as confidential or proprietary information. We are under no obligation to offer you any payment for User Content that you submit or its use as contemplated herein or for your permission or license once it has been submitted to VentureStorm. VentureStorm shall have no duty to attribute authorship of User Content to you, and shall not be obligated to enforce any form of attribution by third parties. From time to time, we provide opportunities for users to submit to us feedback and ideas for improvements related to the Service. You agree that: (1) your feedback and your expression of your ideas and/or improvements will automatically become the property of and owned by us; (2) we may use or redistribute your feedback and its contents for any purpose and in any way and without any restrictions; (3) there is no obligation for us to review any feedback; (4) there is no obligation to keep any feedback confidential, and (5) we shall have no obligation to you or contract with you, implied or otherwise. By providing feedback or ideas, you acknowledge and agree that we and our designees may create on our own or obtain many submissions that may be similar or identical to the feedback or ideas that you submit through the Service or other channels and means. You hereby waive any and all claims you may have had, may have, and/or may have in the future, that the submissions accepted, reviewed and/or used by us and our designees may be similar to your feedback or ideas.

5. Community Services. VentureStorm provides a number of means by which you may communicate with other users and with us, including various communication and personalization tools and services that are part of our VentureStorm community (the “**Community Services**”). The Community Services may include comments, discussion forums, and listings, in which you or other users may post content, messages, materials or other items on the Service. All of your communications made to or through these other means or our Community Services, as well as any attachments to those communications or otherwise submitted to us (such as documents, photographs and videos) are included in the definition of “User Content,” and are subject to the terms for User Content as set forth above. You are solely responsible for your use of such Community Services and use them at your own risk. No action should be taken based upon any of the information contained in the Community Services. You should seek independent professional advice from a person who is licensed and/or knowledgeable in the applicable area before acting upon any opinion, advice, or information contained on the Service. All statements, information and other User Content submitted by users are solely the opinions of users, and not of VentureStorm. You are responsible for all usage and activity in the Community Services through your username and password, including use of your username and password by any third party. You are responsible for all usage and activity in the Community Services through your username and password, including use of your username and password by any third party. You should be aware that disclosure in the Community Services of your full name, street address or other personal information raises safety concerns and may result in solicitations from third parties or unwanted communications. We disclaim any responsibility or liability arising from your disclosure of such personal information, or any other information, in the Community Services.

6. Marketplace.

6.1. Marketplace. VentureStorm provides users a marketplace (the “**Marketplace**”) with two (2) sides:

- (a) People / Companies looking to hire developers (“**Developers**”); and
- (b) Developers who are looking to get hired by People / Companies

6.2. Tiers for Hiring Companies. VentureStorm provides three (3) tiers for companies looking to hire (pricing to be posted and updated on VentureStorm’s website):

- (a) **Entrepreneur Tier.** The Entrepreneur tier is free and is similar to a job posting board. The user can post their project (name, description, logo, etc.) and then they must wait until a Developer (someone looking to take on the project) applies or sends a message. Once the Developer makes an application or reaches out then the entrepreneur can engage with that Developer. The Bootstrap Tier may only have one active project at a time.
- (b) **Startup Tier.** The Startup Tier has a monthly fee (subject to change). Users can perform the same kind of job posting as the Entrepreneur Tier, however they can have an unlimited number of active projects. They also have the ability to search through the database of Developers and initiate conversations with a set number (subject to change) of members per month.
- (c) **Premium Project Tier.** The Premium Project Tier has an initial fee (subject to change). Users can perform the same actions as the Startup Tier (unlimited project postings, unlimited Developer messages, etc.), however there is a secondary fee (subject to change) for each Developer accepted onto a project. After a Developer is accepted onto a project and the Premium Project Tier is appropriately charged for the secondary fee (amount subject to change), the Premium Project Tier has 2 weeks to request a refund due to unforeseen circumstances in which the Developer will not actually join the team. After this 2-week grace period, all charges are final. In any circumstance in which the Premium Project Tier has a Developer join their team, project, or company (either online or offline) resulting from the services or contacts provided by VentureStorm, the Premium Project Tier is obligated by the legal bindings of this contract to provide full payment to VentureStorm, LLC in regards to the secondary fee for accepting a Developer (amount subject to change). Failure to provide full payment of the secondary fee will result in a \$1,000 penalty paid by the Premium Project Tier to VentureStorm, LLC, along with the possibility of permanent banishment from the platform. This penalty will be strictly enforced due to the following circumstances: a fraudulent refund request after paying the secondary fee, initiating a working relationship of any magnitude with a Developer (either online or offline) without providing full payment of the secondary fee, choosing to utilize services and platforms including but not limited to: Facebook, LinkedIn, and Email, to contact and solicit Developers originally found on the VentureStorm, LLC website without providing full payment of the secondary fee.

(d) **Recruiter Tier.** The Recruiter Tier has a monthly fee (subject to change). Users have the same privileges as the Startup Tier and also are allowed an unlimited number of conversation initiations with Developers.

6.3. **Developers.** Developers have the ability to look through the database of projects that have been posted and apply or message the entrepreneurs.

6.4. **Additional Terms and Conditions.**

- VentureStorm does not vet any of the Developers for their skills and ability to handle the projects. We are simply a technology platform connecting the two (2) parties to meet if either is interested. All hiring/contracting decisions and vetting is ultimately in the hands of the hiring party.
- We allow project owners to upload their own non-disclosure agreement (“**NDA**”). The enforcement and everything pertaining to that NDA is solely the project owners’ responsibility. VentureStorm only provides the owner with information for the users that have electronically signed the NDA, per the owner’s request. VentureStorm has no liability whatsoever with respect to any NDA or breaches of confidentiality between users.
- Payments are made at the beginning of every cycle and all payments are final.

6. Use of the Service and User Conduct.

6.1. **Use of Service.** As a condition of your use of and access to the Service, you agree not to use the Service for any unlawful purpose or in any way that violates these Terms. Any use of the Service or Community Services in violation of these Terms of Service and may result in, among other things, termination or suspension of your account and your ability to use the Service or Community Services. You may not engage in any of the following prohibited activities:

- (a) Copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated “scraping”; collecting or harvesting any personally identifiable information, including account names, from the Service; altering, modifying or creating derivative works of the Service, or any portion thereof;
- (b) Using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Service; accessing any content or features of the Service through any technology or means other than those provided or authorized by the Service;
- (c) Transmitting spam, chain letters, or other unsolicited email; using the Service for any commercial solicitation purpose or political campaigning;
- (d) Attempting to interfere with, compromise the system integrity or security, or decipher any transmissions to or from the servers running the Service; uploading invalid data, viruses, worms, or other software agents through the Service; bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or features or enforce limitations on use of the Service or the content or features therein;
- (e) Taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on Service infrastructure; interfering with the proper working of the Service;
- (f) Impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; or
- (g) Disrupting the normal flow of dialogue, causes a screen to “scroll” faster than other Users are able to type, or otherwise negatively affects other Users’ ability to engage in real time exchanges.

6.2. **User Conduct.** By using the Service and the Community Services, you expressly agree not to use, reproduce, modify, adapt, edit, translate, publicly display, telecommunicate or perform, post, upload to, transmit, distribute, store, create derivative works from or otherwise publish throughout the world, in any media, now known or hereafter devised, on or through the Service any of the following:

- (a) User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, foreign, national or international law, including, without limitation, the regulations of the U.S. Securities and Exchange Commission;

- (b) User Content that is indecent, profane (including masked profanity where symbols, initials, intentional misspellings or other characters are used to suggest profane language), obscene, pornographic, abusive, inflammatory, untrue, misleading, illegal, invasive of privacy or publicity rights, libelous, slanderous or defamatory. We do not tolerate users harassing, threatening or embarrassing other users, including harassment or denigration based on age, gender, race, religion, national origin, sexual orientation or disability, marital status or veteran status, or the stalking of other users;
- (c) User Content that contains any confidential or proprietary information of any person or entity, or that otherwise violates the legal rights of any person or entity. You may not include in any User Content either any email addresses or telephone numbers of any person or entity, including your own. You may not use a false email address, impersonate any person or entity (including any other user), or otherwise mislead as to the origin of your User Content;
- (d) User Content that is unrelated to the topic of the Community Services in which such Content is posted, or that, in the sole judgment of VentureStorm, contravenes the above, is otherwise objectionable or inappropriate, or which restricts or inhibits any other person from using or enjoying the Service, or which may expose VentureStorm or its affiliates or its users to any harm or liability of any type.

7. Disclaimers and Disclosures.

7.1. **Disclaimers.** We do not endorse any User Content submitted to the Service by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with User Content. VentureStorm takes no responsibility and assumes no liability for any User Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto or in connection therewith, nor is VentureStorm liable for any mistakes, inaccuracies, infringements, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. As a provider of interactive services, VentureStorm is not liable for any statements, representations or User Content provided by its users. Although VentureStorm has no obligation to screen, edit or monitor any of the User Content posted to or distributed through the Service, VentureStorm reserves the right, and has absolute discretion, to remove, screen or edit without notice any User Content posted or stored on the Service at any time and for any reason and without liability to you or any third party, and you are solely responsible for creating backup copies of and replacing any User Content you post or store on the Service at your sole cost and expense. However, we also reserve the right in our sole discretion to display any User Content that is submitted to us (or to decline to remove any User Content), even if it violates this Agreement. Since not all of the areas of the Service are monitored on a “real time” basis, you may see User Content that violates this Agreement before we do. Please report such items to support@venturestorm.com.

7.2. **Disclosures.** In order to cooperate with legitimate governmental requests, subpoenas or court orders, to protect VentureStorm’s systems and users, or to ensure the integrity and operation of VentureStorm’s business and systems, VentureStorm may access and disclose any information it considers necessary or appropriate, including, without limitation, account information (i.e. name, email address, etc.), IP addressing and traffic information, usage history, and posted User Content. VentureStorm’s right to disclose any such information, as applicable, shall be pursuant to the terms of VentureStorm’s Privacy Policy. Please see VentureStorm’s Privacy Policy for the terms of our personal information collection and use practices with respect to the Service.

7.3 YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. YOU UNDERSTAND THAT VENTURESTORM CURRENTLY DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS OR SCREENINGS ON ITS USERS. VENTURESTORM ALSO DOES NOT INQUIRE INTO THE BACKGROUNDS OF ALL OF ITS USERS OR ATTEMPT TO VERIFY THE STATEMENTS OF ITS USERS. VENTURESTORM MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS. VENTURESTORM RESERVES THE RIGHT TO CONDUCT ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES), AT ANY TIME AND USING AVAILABLE PUBLIC RECORDS.

8. Third Parties.

8.1. **Third Party Links.** The Service may contain links to third-party advertisers, websites or services. You acknowledge and agree that VentureStorm is not responsible or liable for: (i) the availability or accuracy of such advertisements, websites or services, or (ii) the content, products, or resources on or available from such advertisers, websites or services. Links to such advertisers, websites or services do

not imply any endorsement by VentureStorm of those websites or services. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or services.

8.2. Third Party Content. Through the Service, you will have the ability to access and/or use content provided by third parties. VentureStorm cannot guarantee that such third party content will be free of material you may find objectionable or otherwise. VentureStorm disclaims any responsibility or liability related to your access or use of any third party content.

8.3. Third Party Promotions. Some third parties may promote sweepstakes, competitions, promotions, and other similar opportunities on the Service ("**Third Party Promotions**"). VentureStorm is not the sponsor or promoter of these Third Party Promotions and does not bear any responsibility or liability for the actions or inactions of any third parties who organize, administer or are otherwise involved in any of promotion of these Third Party Promotions. If you wish to participate in any of these Third Party Promotions, you are responsible for reading and ensuring that you understand the applicable rules and any eligibility requirements and are lawfully able to participate in such Third Party Promotions in your jurisdiction.

8.4. Social Media Networks. The Service may include features that connect to third party social media networks ("**Social Media Networks**") and allow you to share or like content or services with your friends or other users of the Social Media Networks, or you may be able to connect your user account with your Social Media Networks' accounts. To learn more about how your information may be shared with Social Media Networks or how your Social Media Networks' account information may be shared with us, please read our Privacy Policy and the privacy policy or settings of the relevant Social Media Networks.

9. Fees, Payments and Changes.

9.1. Fees. VentureStorm reserves the right at any time to charge fees for access to the Service, or any portion thereof. However, in no event will you be charged for access to the Service unless we obtain your prior agreement to pay such charges. You may cancel your account at any time. Any fees will be posted prominently on the Service and in other appropriate locations on the Service. You agree to pay all charges that may be incurred by you or on your behalf through the Service, at the price(s) in effect when such charges are incurred, including all shipping and handling charges, if any. In addition, you remain responsible for any and all taxes that may be applicable to your purchase(s), and you agree that such taxes, if any, are not our responsibility. Refunds and exchanges shall be subject to our refund and exchange policies, in the applicable additional terms, as may be made available by us and updated by us from time to time.

9.3. Payments. If products, subscriptions, software, or services are made available for purchase through the Service and you wish to purchase such products, subscriptions, software, or services, you may be asked by us or our designee (or, if such product, subscriptions, software, or services are being made available by a third party provider, by such third party provider) to supply certain information relevant to your purchase, including, without limitation, credit card number, expiration date, billing address and shipping information. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT MEANS USED BY YOU OR THROUGH YOUR USERNAME(S) TO PURCHASE ANY SUCH PRODUCT AND/OR SERVICE. You acknowledge that any such information will be treated by us in accordance with our Privacy Policy. You grant us the right to provide such information to third parties in order to facilitate the completion of transactions initiated by you or on your behalf through the Service. Verification of information may be required prior to acceptance of any order through the Service.

9.4. Changes. We reserve the right, with or without prior notice, to: change descriptions or references to products, subscriptions, software or services; limit the available quantity of any products, subscriptions, software, or services; honor, or refuse to honor, any coupon, coupon code, promotional code or other similar promotions; and/or refuse to provide any user of the Service with any products, subscriptions, software or services. We may modify the Rewards Program, any points, or the terms that govern their usage, at our sole discretion, and such modifications may make the Rewards Program points more or less common, valuable, effective, or functional.

9.5 Refund; Trial Periods. Payments are made at the start of each billing cycle. All payments are final and there are no refunds if you choose to cancel your account during the billing cycle. Users with a trial period (we allow a seven (7) day free trial of the paid tiers) must enter their credit card information before they start the trial. You will be charged at the end of the trial period if you do not downgrade/cancel your account to the free Bootstrap Tier prior to the end of the trial period.

10. Mobile Services.

10.1. **"Mobile Services"** means certain software and services that are available via a mobile device, including (i) the ability to upload data to the Service via a mobile device, (ii) the ability to use the Service from a mobile device, and (iii) the ability to access certain features through an application downloaded and installed on a mobile device.

10.2. **Wireless Carriers.** To the extent you access the Mobile Services through a mobile device, your wireless 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.

10.3. **Notifications and Messages.** By using the Mobile Services, you agree that we may communicate with you regarding VentureStorm and other entities by SMS, MMS, text message or other electronic means to your mobile device for the purpose of providing the applicable service 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 VentureStorm account information to ensure that your messages are not sent to the person that acquires your old number. In the event that you fail to comply with the obligation to promptly update your VentureStorm account information when changing or deactivating your mobile telephone number, you accept full responsibility for any of your messages, which may not be delivered or may be sent to the person that acquires your old number.

11. Copyright Policy.

11.1. **Copyright Agent.** VentureStorm respects the intellectual property rights of others and expects users of the Service to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to our designated copyright agent ("**Copyright Agent**"). Our designated Copyright Agent to receive notifications of claimed infringement is:

VentureStorm LLC
14901 Berryville Road
Darnestown MD, 20874
Attention: Taylor Johnson
legal@venturestorm.com

For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to support@venturestorm.com. You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid.

11.2. **Claims of Infringement.** If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("**DMCA**") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- (c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- (d) Information reasonably sufficient to permit VentureStorm to contact you, such as an address, telephone number, and, if available, an electronic mail;
- (e) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

11.3. **Counter-Notice.** If you believe that your 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 post and use the material in your content, you may send a counter-notice containing the following information to our Copyright Agent:

- (a) Your physical or electronic signature;
- (b) 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;
- (c) A statement 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; and
- (d) Your name, address, telephone number, and e-mail address, a statement that you consent to the arbitration provision of this Agreement, and a statement that you will accept service of notice from the person who provided notification of the alleged infringement;
- (e) If a counter-notice is received by our Copyright Agent, we may send a copy of the counter-notice to the original complaining party informing that person that he or she may replace the removed content or cease disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the content provider, or user, the removed content may be replaced, or access to it restored, in ten (10) to fourteen (14) business days or more after receipt of the counter-notice, at our sole discretion.

12. Termination, Suspension, and Restrictions, and Survival of Terms.

12.1. Termination, Suspension, and Restrictions. VentureStorm may terminate or suspend your access to or ability to use the Service immediately, without prior notice or liability, for any reason or no reason, including breach of this Agreement. In particular, VentureStorm may immediately terminate or suspend accounts that have been flagged for repeat copyright infringement. Upon termination of your access to or ability to use the Service, your right to use or access the Service will immediately cease. VentureStorm may change, restrict access to, suspend, or discontinue any aspect of the Service at any time, including availability of any feature, database, or content. VentureStorm may also impose limits on certain features and services or restrict your access to all or parts of the Service without notice or liability.

12.2. Survival of Terms. This Agreement's terms and conditions that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability. Termination of your access to and use of the Service shall not relieve you of any obligations arising or accruing prior to termination or limit any liability that you otherwise may have to VentureStorm or any third party.

13. Disclaimers. YOU EXPRESSLY AGREE THAT USE OF THE SERVICE (INCLUDING, WITHOUT LIMITATION, MOBILE SERVICES), IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, VENTURESTORM, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. VENTURESTORM DOES NOT WARRANT THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED OR THAT SERVICE OR THE SERVERS THAT MAKE IT AVAILABLE ARE FREE OF VIRUSES OR ANY OTHER HARMFUL COMPONENTS. VENTURESTORM DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE CONTENT OR DATA ON THE SERVICE, WITH RESPECT TO THEIR CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. VENTURESTORM DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCTS, OR SERVICES ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED SERVICES OR FEATURED IN ANY OTHER ADVERTISING, AND VENTURESTORM WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF PRODUCTS OR SERVICES THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

14. Limitations of Liability. IN NO EVENT SHALL VENTURESTORM, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM YOUR USE OF THE SERVICE (INCLUDING, WITHOUT LIMITATION, MOBILE SERVICES), OR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT OR DATA, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE, (III)

ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR DATA OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT OR DATA POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT VENTURESTORM IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. YOU SPECIFICALLY ACKNOWLEDGE THAT VENTURESTORM SHALL NOT BE LIABLE FOR USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. IN NO EVENT WILL VENTURESTORM'S TOTAL AGGREGATE LIABILITY TO YOU UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY YOU TO USE THE SERVICE.

15. Indemnification. To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless VentureStorm, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service (including, without limitation, Mobile Services); (ii) your violation of any term of this Agreement; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your User Content caused damage to a user or third party. VentureStorm may assume the exclusive defense and control of any matter for which users have agreed to indemnify VentureStorm and you agree to assist and cooperate with VentureStorm in the defense or settlement of any such matters. This defense and indemnification obligation will survive the termination of this Agreement and your use of the Service.

16. Dispute Resolution.

16.1. Mandatory Arbitration. For any dispute you have with VentureStorm, you agree to first contact VentureStorm and attempt to resolve the dispute informally. If VentureStorm has not been able to resolve the dispute with you informally, we each agree to resolve any claim, dispute, or controversy (excluding claims for injunctive or other equitable relief) arising out of or in connection with or relating to this Agreement by binding arbitration by the American Arbitration Association ("AAA") under the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes then in effect for the AAA, except as provided herein. The arbitration will be conducted in Washington D.C., in the United States. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. This arbitration agreement survives the termination of this Agreement between you and VentureStorm.

16.2. Waivers of Class Action and Trial by Jury. You and VentureStorm both waive any right to participate in any class action involving disputes between us, and you and VentureStorm are each waiving the right to a trial by jury. All claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding, and, unless we agree otherwise, the arbitrator may not consolidate more than one person's claims. This class action waiver is an essential part of our arbitration agreement and may not be severed. If for any reason this class action waiver is found unenforceable, then the entire arbitration agreement will not apply. However, the waiver of the right to trial by jury set forth in this Section will remain in full force and effect.

16.3. Other Remedies. Notwithstanding the foregoing, either party may bring an individual action in small claims court. Nothing in this Section precludes you from bringing issues to the attention of federal, state or local agencies. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts for matters related to data security, intellectual property or unauthorized access to the Service.

16.4. Time Limitations. YOU AND VENTURESTORM AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE OR THIS AGREEMENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

17. Children Under 13. The Service is a general audience service and is not intended for children under 13. We require that only persons 13 years of age or older use any of the Service. By using the Service, you

hereby represent that you are at least 13 years old. To view information on our policy regarding the privacy of children under the age of 13, please see the Privacy Policy. Parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that may be considered harmful to minors.

18. Notice for California Users. Under California Civil Code Section 1789.3, California users of the online services 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 in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

19. Users From Other Jurisdictions. By accessing or using the Service, or submitting information, you acknowledge that you accept the practices and policies outlined in this Agreement and consent to having your data transferred to and processed in the United States. If you do not agree to the terms of this Agreement, please do not use the Service. The Service is controlled and operated by VentureStorm from the United States. We do not represent or warrant that the Service, or any part thereof, is appropriate or available for use in any particular jurisdiction. Those who choose to access the Service, do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations. You also are subject to United States export controls in connection with your use of the Service and are responsible for any violations of such controls, including, without limitation, any United States embargoes or other federal rules and regulations restricting exports. We may limit the availability of the Service, in whole or in part, to any person, geographic area or jurisdiction that we choose, at any time and in our sole discretion.

20. General. This Agreement shall be governed by the internal substantive laws of the State of Maryland, without respect to its conflict of laws principles. This Agreement, including, without limitation, these Terms of Service, together with the Privacy Policy and any other legal notices published by us on the Service, shall constitute the entire agreement between you and VentureStorm concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and VentureStorm's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. We reserve the right to amend this Agreement, including, without limitation, these Terms of Service and the Privacy Policy, at any time and without notice, and it is your responsibility to review this Agreement, including, without limitation, these Terms of Service and the Privacy Policy for any changes. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by VentureStorm without restriction. Your use of the Service following any amendment of this Agreement will signify your assent to and acceptance of its revised terms.

21. Contact Information. If you have any questions, feedback or to report a violation regarding these Terms of Service, you may email us at support@venturestorm.com or contact us by mail addressed to:

VentureStorm LLC
14901 Berryville Road
Darnestown MD, 20874