# **Terms of Use**

###### Last updated on May 21, 2019

### **Summary**

These Terms of Use ("Agreement") should be read carefully before using the services offered by 13VInc. and those of its subsidiaries and affiliates, including Fundme Securities LLC, 13V Inc Credit Advisors LLC, and CU Advisors, LLC (collectively "13V Inc"), or accessing the websites of 13V Inc or those of its subsidiaries and affiliates. This Agreement sets forth the legally binding terms and conditions for your use of the website at [www.the13ventures.com](http://www.the13ventures.com/) (the "Site") and the services owned and operated by 13V (collectively with the Site, the "Service"). By using the Site or Service 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 may be published by 13V Inc from time to time on the Site, each of which is incorporated by reference and each of which may be updated by 13V Inc 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 agree to access the information on the Site solely for the purpose of evaluation of products or services offered by 13V Inc. 13V Inc may modify this Agreement at any time and without prior notice. Your continued use of and access to the 13V Inc Site constitutes your acknowledgement of, and agreement to, the then current Terms of Use and to having reviewed the most current version of the Terms of Use. Please also note that the terms and conditions of this Agreement are in addition to any other agreements between you and 13V Inc, including any customer or account agreements, and any other agreements that govern your use of the products, services, content, tools, and information available on the Site. This Agreement does not alter in any way the terms or conditions of any other agreement you may have with 13V Inc, or its subsidiaries or affiliates, for the Service or otherwise. If and to the extent that there is a conflict between the terms or conditions of any other agreement you may have with 13V Inc and this Agreement, the provisions of this Agreement shall prevail.

If you do not agree to all the terms of this Agreement and/or 13V Inc’s Privacy Policy, you are not eligible to participate in 13V Inc's Service or otherwise use this Site. This Agreement applies to all users of the Site or Service, including entrepreneurs ("Issuers") and Accredited Investors, as defined by SEC Regulation D Rule 501 ("Investors"), who in any way use the Site or Service provided by 13V Inc (in each case, a "User").

13V Inc reserves the right, in its sole discretion, without any obligation and without any notice requirement, to change, improve or correct the information, materials and descriptions on the Site and to suspend and/or deny access to the Site for any reason. The information and materials on the Site may contain typographical errors or inaccuracies. Any dated information is published as of its date only, and 13V Inc does not undertake any obligation or responsibility to update or amend any such information. 13V Inc may discontinue or change any product or service described in or offered on the 13V Inc Site at any time. 13V Inc further reserves the right, in its sole discretion, to block or otherwise discontinue your access and use of the Site at any time and for any reason. You agree that 13V Inc and its subsidiaries and affiliates will not be liable to you or to any third party for any such modification, suspension or discontinuance.

### **Investor Qualifications**

The Service, available through our affiliate, Fundme Securities, LLC; a registered Broker-Dealer and member FINRA/SIPC, is available only to Accredited Investors who are at least 18 years old. You represent and warrant that if you are an individual, you are of legal age to form a binding contract, and that all registration information you submit is accurate and truthful. 13V Inc may, in its sole discretion, refuse to offer the Service to any person or entity and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Service is revoked in such jurisdictions. If you are using the Site or Services on behalf of any entity, you represent and warrant that you are authorized to accept this Agreement on such entity's behalf, and that such entity agrees to indemnify 13V Inc for violations of this Agreement.

### **Securities Products**

Company listings through Fundme Securities are only suitable for Accredited Investors who are familiar with and willing to accept the high risk associated with private investments. Securities sold through private placements are not publicly traded and, therefore, are less liquid. Additionally, Investors may receive restricted stock that may be subject to holding period requirements. Companies seeking private placement investments tend to be in earlier stages of development and have not yet been fully tested in the public marketplace. Investing in private placements requires high risk tolerance, low liquidity concerns, and long-term commitments. Investors must be able to afford to lose their entire investment. For those reasons, these offerings may be made available only to certain institutional investors and high net worth individuals and entities. As with all alternative investments, investors must meet certain eligibility tests to qualify as purchasers. Currently, entities must have assets of at least $5 million (or all individual owners meet accredited investor tests). Individuals must have a net worth of more than $1 million excluding primary residence or gross income for each of the last two years of at least $200,000 ($300,000 with spouse) with the expectation of the same income in the current year. Associated persons of 13V Inc who are Accredited Investors may choose, from time to time, to invest in offerings listed on the Site.

The value of investments and the income from them can fall as well as rise. Past performance is not a guarantee of future performance. The contents of this Site do not constitute financial, legal, or tax advice. Investors are solely responsible for conducting any legal, accounting or due diligence review. 13V Inc may not have verified all information contained in offering materials on the Site. You should obtain investment and tax advice from your advisers before deciding to invest. Investment products are not FDIC insured, may lose value, and there is no bank guarantee.

None of the information contained in the publicly available portions of the Site constitutes a recommendation, solicitation or offer to buy or sell any securities, options or other financial instruments or other assets or provide any investment advice or service. Not all Investors are granted access to all portions of the Site (including any available deal rooms). Investors may choose to invest in a company without accessing all portions of the Site. Please note that Investors may not see all information regarding a company prior to making investment decisions. The information contained by Fundme Securities has been prepared without reference to any particular User's investment requirements or financial situation. The information and services provided on the Site are not provided to, and may not be used by, any person or entity in any jurisdiction where the provision or use thereof would be contrary to applicable laws, rules or regulations of any governmental authority or where 13V Inc is not authorized to provide such information or services. Some products and services described in the Site may not be available in all jurisdictions or to all clients.

### **Modification of Agreement**

13V Inc reserves the right, at its sole discretion, to modify or replace any of the terms of this Agreement, or change, suspend, or discontinue the Service (including without limitation, the availability of any feature, database, or content) at any time. Such modification shall become part of this Agreement and are automatically effective once posted on the Site or by sending you an email. This Agreement may not be orally amended. 13V Inc may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability. It is your responsibility to check the terms of this Agreement periodically for changes. Your continued use of the Service following the posting of any changes to the Terms of Use constitutes acceptance of those changes.

### **Proprietary Rights**

The 13V Inc logo is a trademark and service mark of 13V Inc. 13V Inc or its licensors own and retain all proprietary rights in the Site, the Service and all material and information posted thereon ("Content"). The Site contains the copyrighted material, trademarks and other proprietary information of 13V Inc and its licensors. You may not alter, modify, publish, distribute, publicly display or sell any Content or other such proprietary information, or otherwise copy or transmit any Content or other such proprietary information without the express written permission of 13V Inc.

In addition, to the extent you receive information from 13V Inc, Issuers, Investors, or other Users with respect to any activity on the Site, you may not further disclose or otherwise provide such information to another party in any way that allows a personal identification of such Issuer, Investor or User. You agree that 13V Inc may, at its sole discretion and to the extent permitted by law, access, read, preserve and disclose your information, usage history and submitted Content in order to: (a) comply with any applicable law, regulation, legal process, or governmental request; (b) respond to claims that any Content violates the rights of third parties, including intellectual property rights; (c) enforce this Agreement and investigate potential violations thereof; (d) detect, prevent, or otherwise address fraud, security, or technical issues; (e) respond to your requests for customer service; or (f) protect the rights, property, or personal safety of 13V Inc, its users, or the public.

### **Authorized User**

Our Services and certain pages of the Site are available only to Users who have been authorized by us to use those Services and web pages on the Site. Such authorization may require completion of an accredited investor questionnaire and satisfactory background information screening and/or identification verification.

As part of 13V Inc’s authorization process to use our services, each user shall be required to provide, among other things, certain valid identifying information. In providing your email address and agreeing to these Terms of Use, each authorized user consents to receiving email notifications from 13V Inc concerning offerings.

13V Inc grants you a limited, non-exclusive license to use this website and any information contained therein for your personal and non-commercial use only. Content and all other intellectual property rights in or on 13V Inc’s website, as well as any products and services offered through 13V Inc’s website, are owned by 13V Inc, 13V Inc’s licensors, and/or 13V Inc’s partners and is protected by copyright, trade dress, patent and trademark laws, international conventions, and other laws protecting intellectual property and related proprietary rights. You may not distribute, perform, display, modify, reproduce, license, lease, sell, transmit, transfer, publish, copy, create derivative works from, rent, decompile, disassemble, reverse engineer, or otherwise use in any other way for commercial or public purposes any information, software, products or services obtained from this website unless expressly authorized by 13V Inc to do so. You agree not to remove, obscure, or alter copyright, patent, trademark, or other proprietary rights notices affixed to any content or information on the 13V Inc website or provided to you by 13V Inc.

Unauthorized use of the Site and our Service, including, but not limited to the misuse or sharing of any passwords or misuse of any other information, is strictly prohibited. You may not use the Site in any manner that could damage, disable, overburden, or impair the Site or Service or interfere with any other party's use and enjoyment of the Site or Service. You agree that you will not engage in any activities related to the Site that are contrary to applicable laws or regulations. You further agree that you are responsible for any unauthorized use of your password that is made before you have notified us and we have had a reasonable opportunity to act on that notice. 13V Inc reserves the right at its discretion to suspend or cancel your password, even without receiving such notice from you, if we suspect that it is being used in an unauthorized or fraudulent manner.

### **Use of Links**

The Site may permit you to link to other websites or resources on the Internet, and other websites or resources may contain links to the Site. When you access third party websites, you do so at your own risk. These other websites are not under 13V Inc's control, and you acknowledge that 13V Inc is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply an affiliation, sponsorship, or endorsement of or by 13V Inc or any association with its operators. You further acknowledge and agree that 13V Inc shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any information, goods or services available on or through any such website or resource. You should also be aware that the terms and conditions and privacy policy of such sites may be different from those applicable to your use of the 13V Inc Site and Service.

### **Third Party Content**

Certain portions of the Site may contain third party content and may provide links to webpages and content of third parties (collectively "Third Party Content"). 13V Inc does not control, endorse, investigate, or adopt any Third Party Content, and makes no representations or warranties of any kind regarding the Third Party Content, including with respect to its accuracy or completeness. You acknowledge and agree that 13V Inc is not responsible or liable in any manner for any Third Party Content or your reliance upon Third Party Content. Users use such Third Party Content at their own risk.

### **Copyright Policy**

If you believe that any material on the Site violates this Agreement or your intellectual property rights, please notify 13V Inc as soon as possible by sending an email to privacy@13V Inc.com, or by contacting 13V Inc's Agent (listed below) with the following information in accordance with Section 512(c) of the Copyright Act: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) 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 us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you 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 (vi) 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 copyright owner.

13V Inc. may be contacted at:

446 West 14th St, 2nd Fl. New York, NY 10014  
We reserve the right to remove Content alleged to be infringing or otherwise illegal without prior notice and at our sole discretion. In appropriate circumstances, 13V Inc will also terminate a User's account if the user is determined to be a repeat infringer.

### **Termination**

13V Inc may terminate or block your access to all or any part of the Site and Service at any time, with or without cause, with or without notice, effective immediately. All provisions of this Agreement shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

### **Warranty Disclaimer**

13V Inc has no special relationship with or fiduciary duty to you. You acknowledge that 13V Inc has no control over, and no duty to take any action regarding: which users gains access to the Site; what Content you access via the Site; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. You release 13V Inc from all liability for you having acquired or not acquired Content through the Site. 13V Inc makes no representations concerning any Content contained in or accessed through the Site, and 13V Inc will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Site or the Service.

13V Inc neither represents, warrants, covenants guarantees, nor promises any specific results from use of the Site.

THE SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SERVICE OR ADVICE PROVIDED IN CONNECTION WITH THE SERVICE, IS PROVIDED "AS IS" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE AND SITE-RELATED SERVICES.

13V Inc makes no representation or warranty, express or implied, with respect to any third party data provided to 13V Inc or its transmission, timeliness, accuracy or completeness, including but not limited to implied warranties or warranties of merchantability or fitness for a particular purpose. 13V Inc 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 13V Inc or "force majeure" or any other cause beyond the control of 13V Inc.

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND IS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. YOUR USE OF THE SERVICE IS SOLELY AT YOUR OWN RISK.

Electronic Communication Privacy Act Notice (18usc 2701-2711): 13V Inc makes no guaranty of confidentiality or privacy of any communication or information transmitted on the site or any website linked to the site. 13V Inc will not be liable for the privacy of email addresses, identification information, disk space, communications, confidential or trade-secret information, or any other Content stored on 13V Inc's equipment, transmitted over networks accessed by the Site, or otherwise connected with your use of the Service.

### **Indemnification**

You shall defend, indemnify, and hold harmless 13V Inc, its affiliates and each of its, and its affiliates employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to, the Site, Service, Content or otherwise from your User Submissions, violation of the Agreement, or infringement by you, or any third party using the your account, of any intellectual property or other right of any person or entity. 13V Inc reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with 13V Inc in asserting any available defenses.

### **Limitation of Liability**

IN NO EVENT SHALL 13V Inc, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICE (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) ONE-HUNDRED U.S. DOLLARS ($100.00). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

### **Governing Law; Arbitration**

This Agreement (and any further rules, policies or guidelines incorporated by reference herein) shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any principles of conflicts of law. Unless otherwise agreed in writing by User and 13V Inc, any dispute arising out of or relating to the Agreement, or the breach hereof, shall be finally resolved by arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules. If parties are unable to select an arbitrator then AAA shall select the arbitrator. Judgment on any award entered by the arbitrator may be entered in any court having jurisdiction thereof. User agrees that it may bring claims against 13V Inc only in an individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

FINRA BrokerCheck Hotline - The Financial Industry Regulatory Authority, Inc. offers investors information and education through the FINRA BrokerCheck Hotline at 800-289-9999 and FINRA website at [www.finra.org](http://www.finra.org/).

### **Data; Account Security**

In consideration of your use of the Site and 13V Inc products and services, you agree to (a) provide accurate, current and complete information about you ("Registration Data"); (b) maintain the security of your password, where a password exists, and identification; (c) promptly notify 13V Inc to update the Data, and any other information that you provide to 13V Inc, to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to the Data and any other information you provide to 13V Inc.

### **Integration and Severability**

This Agreement is the entire agreement between you and 13V Inc with respect to the Service and use of the Site, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and 13V Inc with respect to the Site. If any provision of the Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

### **Business Continuity Plan**

13V Inc has developed a Business Continuity Plan on how we will respond to events that significantly disrupt our business. Since the timing and impact of disasters and disruptions is unpredictable, we will have to be flexible in responding to actual events as they occur. With that in mind, we are providing you with this information on our business continuity plan.

Contacting Us - If after a significant business disruption you cannot contact us as you usually do, you should email us at hello@the13ventures.com. In case of a significant business disruption, the firm will place a notification on its website at [www.the13ventures.com](http://www.the13ventures.com/) on next steps.

Our Business Continuity Plan – Significant business disruptions can vary in their scope (location) and severity (minimal to severe). Regardless of the scope and severity, we plan to quickly recover and resume business operations after a significant business disruption and respond by safeguarding our employees and property, making a financial and operational assessment, protecting the firm’s books and records, and allowing our customers to transact business. In short, our business continuity plan is designed to permit our firm to resume operations as quickly as possible, given the scope and severity of the significant business disruption. We plan to continue in business, transfer operations offsite if necessary, and notify you through our contact information on how to contact us. As the firm does not hold customer funds or securities, if the significant business disruption is so severe that it prevents us from remaining in business, we will assure our customer’s prompt access to their funds at the escrow agent.

Our business continuity plan addresses: data backup and recovery; all mission critical systems; financial and operational assessments; alternative communications with customers, employees, and regulators; alternate physical location of employees; and regulatory reporting. Please contact us should you want a copy of this plan.

### **Electronic Business Consent**

By using our Service, you hereby agree and consent to receive all notices, disclosures, documents, analyses, and all other materials and communications concerning you or 13V Inc, including, without limitation, information required or permitted to be provided to you under this Agreement or any other Agreement between you and 13V Inc. Electronic Business includes, but is not limited to, means via email, the Site, or any other form of electronic communication. You agree and consent to transact business with 13V Inc online and electronically. As such, by accessing the Site and submitting your information, you consent to transact business electronically and to receive electronically all disclosures, documents, communications, notices, contracts, and agreements resulting from or relating in any way to your or our rights, obligations, or Services under this Agreement or any other interaction or agreement between you and 13V Inc from 13V Inc, our agents, representatives, affiliates, or anyone calling on our behalf for any and all purposes, at any telephone number, or physical or electronic address you provide or at which you may be reached.

Opt-Out: You can revoke your consent by contacting us via email at unsubscribe@13V Inc.com.

### **Additional State Law Notices**

California Residents

Loans to California residents are made pursuant to 13V Inc Credit Advisors LLC’s California Finance Lenders License (No. 60DBO-69106).

### **Equal Credit Opportunity & Fair Lending**

The purpose of the Equal Credit Opportunity Act and Consumer Financial Protection Bureau Regulation B is to require financial institutions and other firms engaged in the extension of credit, including business and commercial credit, to make credit equally available to all creditworthy customers on a prohibited bases.

### **Unfair and Deceptive Acts and Practices**

Section 5 of the Federal Trade Commission Act (“FTC Act”) broadly prohibits unfair or deceptive acts or practices affecting commerce. 13V Inc and its service providers are required to comply with the FTC Act in connection with all of its credit-related activities.

### **Contact Information**

13V Inc.

446 West 14th St, 2nd Fl.

New York, NY 10014

hello@the13ventures.com