

TERMS OF SERVICE FOR FOUNDERS MARKET:

TERMS OF USE for, Founders Market, Inc trading as www.foundersmarketapp.com This Terms of Use Agreement is a legally binding contract. Therefore, please read it carefully before indicating whether you are willing to accept its terms. By providing your email address, you acknowledge that you have read this Agreement, understand it, and agree to be bound by it. If you do not agree to any of the terms below, Founders Market, Inc, trading as www.foundersmarketapp.com is unwilling to grant you access to its services or those areas of its web site that are open to its clients. If you are unwilling to accept all of the terms of this Agreement, you should not create an account and you should exit the web site. "Founders Market" is a trade name owned by Founders Market, Inc. This Terms of Use Agreement ("Agreement") is made by and between Founders Market and the person ("You") making use of the services provided by Founders Market through its internet website.

1. DESCRIPTION OF SERVICES

Founders Market provides online services ("Services") intended to assist individuals in creating and viewing profiles online to assist in the meeting of student entrepreneurs. Users of the service provide the information necessary for accomplishing these connections. All information and services are exchanged electronically, via the internet. You are responsible for maintaining your own access to the internet. Founders Market is a privately owned and operated service and does not represent or speak for any governmental office or authority.

2. FEES AND PAYMENTS

Founders Market offers a free service

3. LIMITATIONS ON USE OF THE SERVICE

Subscription to the service and payment of any fee authorizes a single individual to use the service. If you choose to create an account using an e-mail address and password, you are responsible for maintaining the confidentiality of such e-mail addresses and passwords. You are responsible for maintaining the confidentiality of such passwords and/or user I.D, and you agree that you will be responsible for all use of any such password and/or user I.D, including any access to, or use of, the service by unauthorized persons. In the event that your password and/or user I.D. is lost or stolen, please notify Founders Market immediately so that a new password or user I.D. may be issued promptly. You may not grant, resell or sublicense access to the site or the service, or any of the rights granted to you herein, to any third party. You agree not to reproduce, duplicate, copy, sell, resell or exploit any part of the site or the service. You may not decompile, disassemble, reverse engineer or otherwise attempt to obtain or access the source

code from which any component of the site or the service is compiled or interpreted, and nothing in this Agreement may be construed to grant any right to obtain or use such source code. You agree not to use the site or the service to violate any local, state, national or international law or to impersonate any person or entity, or otherwise misrepresent your identity or your affiliation with a person or entity.

4. WARRANTIES AND LIMITATIONS OF WARRANTIES

Under no circumstance will Founders Market refund any fees you pay. Founders Market undertakes commercially reasonable efforts to ensure that the forms and information it provides are current and accurate. However, Founders Market does not warrant that any forms it provides are the most current editions and Founders Market does not warrant the accuracy of information. Founders Market also undertakes commercially reasonable efforts to protect the confidentiality of the information you provide, in accordance with the privacy policy stated on the site. However, Founders Market does not guarantee the confidentiality of such information against unauthorized third party access or system failure.

ALTHOUGH INFORMATION THAT YOU SUBMIT MAY BE PASSWORD PROTECTED, FOUNDERS MARKET DOES NOT GUARANTEE THE SECURITY OF ANY INFORMATION TRANSMITTED TO OR FROM THE SITE AND YOU AGREE TO ASSUME THE SECURITY RISK FOR ANY INFORMATION YOU PROVIDE THROUGH THE SITE.

5. LIMITATIONS OF LIABILITY

IN NO EVENT SHALL FOUNDERS MARKET OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR FOR LOSS OF PROFITS OR DAMAGES ARISING DUE TO BUSINESS INTERRUPTION OR FROM LOSS OR INACCURACY OF INFORMATION, TO THE EXTENT ANY OF THE FOREGOING ARISES IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OR INABILITY TO USE THE SERVICE, AND/OR THE SITE, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE AND EVEN IF FOUNDERS MARKET WAS ADVISED THAT SUCH DAMAGES WERE LIKELY OR POSSIBLE. IN NO EVENT WILL THE AGGREGATE LIABILITY OF FOUNDERS MARKET TO YOU FOR ANY AND ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT, THE SITE, OR THE SERVICE, EXCEED THE TOTAL FEES PAID TO FOUNDERS MARKET BY YOU DURING THE SIX-MONTH PERIOD PRECEDING THE DATE OF ANY CLAIM. YOU ACKNOWLEDGE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL TERM BETWEEN YOU AND FOUNDERS MARKET RELATING TO THE PROVISION OF THE SERVICE TO YOU AND FOUNDERS MARKET WOULD NOT PROVIDE THE SERVICE TO YOU WITHOUT THIS LIMITATION.

6. YOUR OBLIGATIONS

You represent and warrant that all information that you provide to us will be true, accurate, complete and current, and that you have the right to provide such information to us in connection with your use of the Service. While using the Site, you may not:

1. Restrict or inhibit any other user from using and enjoying the site;
2. Post or transmit any unlawful, fraudulent, libellous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or foreign law, including without limitation the Irish (Republic of Ireland) export control laws and regulations;
3. Post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes or other unsolicited commercial communication (except as otherwise expressly permitted by Founders Market) or engage in spamming or flooding;
4. Post or transmit any information or software which contains a virus, trojan horse, worm or other harmful component;
5. Post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the site for commercial purposes (other than as expressly permitted by the provider of such information, software or other material);
6. Upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the site which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder; or
7. Upload, post, publish, reproduce, transmit or distribute in any way any component of the site itself or derivative works with respect thereto.

Founders Market has no obligation to monitor the Site. However, you acknowledge and agree that Founders Market has the right to monitor the site electronically from time to time and to disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request, to operate the site properly, or to protect itself or its customers. Founders Market reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, inappropriate or in violation of this Agreement.

Other than the personal information submitted by you for the purpose of utilizing the service, any communications or material of any kind, including data, questions, comments or suggestions, that you e-mail, post or otherwise transmit through the site will be treated as non-confidential and non-proprietary. Founders Market reserves the right to share certain account or other information with governmental organizations or other third parties when it believes in good faith that the

law or legal process requires it, or when it is necessary to do so to protect the rights or property of Founders Market or others.

7. MODIFICATION OF TERMS

Founders Market may change the terms of this Agreement from time to time. Founders Market is not obligated to notify you. All changes will be made by posting notice of the changes on the site. Any such changes will become effective when notice is received or when posted on the site, whichever first occurs. If you object to any such changes, your sole recourse will be to terminate this Agreement. Continued use of the service or the site following notice of any such changes will indicate your acknowledgement of such changes and agreement to be bound by such changes.

8. MODIFICATIONS TO SERVICES

Founders Market reserves the right to modify or discontinue the service with or without notice to you. In the event of such modification or discontinuation of the service, your sole remedy shall be to terminate the service and to receive a refund of any amounts paid by you to Founders Market for any service that was not delivered to you. Continued use of the service following notice of any such changes will indicate your acknowledgement and acceptance of such changes and satisfaction with the service as so modified.

9. OWNERSHIP

Founders Market and/or its vendors and suppliers, as applicable, retain all right, title and interest in and to the service, the site and all information, content, software and materials provided by or on behalf of Founders Market. Except for the use of publicly available forms and information which you obtain from sources other than Founders Market, you agree that you will not copy, reproduce, distribute or create derivative works from any information, content, software or materials provided by Founders Market, or remove any copyright or other proprietary rights notices contained in any such information, content, software or materials without the copyright owner's prior written consent.

Your feedback is welcome and encouraged. You agree, however, that (i) by submitting unsolicited ideas to Founders Market, you automatically forfeit your right to any intellectual property rights in such ideas; and (ii) unsolicited ideas submitted to Founders Market or any of its employees or representatives automatically become the property of Founders Market.

10. MISCELLANEOUS

You shall comply with all laws, rules and regulations now or hereafter promulgated by any government authority or agency that are applicable to your use of the service or the site, or the transactions contemplated in this Agreement. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations hereunder or to exceed the scope of this Agreement is void. This Agreement and the rights and obligations of the

parties with respect to the site and the service will be subject to and construed in accordance with the laws of the State of Ireland (Republic of Ireland), excluding conflict of law principles. You consent to jurisdiction and venue exclusively in the State of Ireland. This is the entire agreement between you and Founders Market with regard to the matters described herein and govern your use of the service and the site, superseding any prior agreements between you and Founders Market with respect thereto. The failure of Founders Market to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions hereof shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of this Agreement or related to use of the service or the site must be filed within one (1) year after such claim or cause of action arose or be forever barred.