

BUILD312, INC., A DELAWARE CORPORATION AND ITS SUBSIDIARIES AND AFFILIATES (“BUILD312,” “WE,” OR “US”), REQUIRE THAT ALL VISITORS TO AND USERS OF THE WEBSITES CONTROLLED BY BUILD312 (THE “SITE”) ADHERE TO THE FOLLOWING TERMS AND CONDITIONS OF USE. THESE TERMS OF USE (THE “TERMS”) GOVERN YOUR ACCESS TO AND USE OF THE SITE. PLEASE READ THESE TERMS CAREFULLY, AND CONTACT US IF YOU HAVE ANY QUESTIONS. BY ACCESSING OR USING THE SITE, YOU AGREE TO BE BOUND BY THESE TERMS AND OUR PRIVACY POLICY.

1. GENERAL SERVICE TERMS

1.1 BUILD312 operates a Site and platform that organizes events and facilitates recruiting in the startup communities (the “Services”). Individual users of the Services, who may be searching for events or jobs, are called “Community Members”.

1.2 We may change these Terms at any time, and all such changes are effective immediately upon notice, which we may give by any means, including, but not limited to, by posting a revised version of these Terms or other notice on the Site. You should view these Terms often to stay informed of changes that may affect you. Your use of the Services constitutes your continuing agreement to be bound by these Terms, as they are amended from time to time.

1.3 Privacy Policy. Information that you provide to us or that we collect about Community Users through your access to and use of the Services is subject to Build312’s Privacy Policy. We encourage you to read and become familiar with our Privacy Policy.

2. CONTENT & INTELLECTUAL PROPERTY

2.1 In order for Build312 to provide the Services, Community Users may be required to provide Content to us, which includes names, emails, professions etc. “Content” also includes the information and data you upload when you sign up the events.

2.2 By providing Content, you grant, and you represent and warrant that you have the right to grant, to Build312 an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such Content for any purpose, of or in connection with Build312 providing the Services or the promotion thereof, to prepare derivative works of, or incorporate into other works, such

Content, and to grant and authorize sublicenses of the foregoing. You further represent that you are authorized to disclose all of the Content to Build312 to provide the Services. You are fully responsible for any Content you provide and for ensuring the Content is complete and appropriate for public consumption on the Site.

2.3 We understand and agree that you own your trademarks, trade names, logos and service marks (the “Community User Marks”) and Content, and we have lawfully licensed from you, all right, title, and interest in and to the Community User Marks and Content, and other than the license set forth in Section 2.2 and this Section 2.3, that we acquire no interest in such intellectual property rights due to our limited use of such Content and Community User Marks in connection with providing our Services to you.

2.4 Build312 grants you a limited, non-exclusive and non-transferable license to use the Services. You understand and agree that we own the Build312 trademarks, logos and service marks (“Build312 Marks”). You acknowledge and agree that the Build312 Marks constitute valuable proprietary information that is protected by applicable intellectual property and other proprietary rights, laws, and treaties of the United States and other countries, and that you acquire no ownership interest by the limited use of the Build312 Marks. Except for the limited permission in Section 4.4, you may not, without our express written permission, use any of the Build312 Marks for any other purpose.

2.5 As part of our Services, Build312 publishes community content which reports news and stories relating to companies and people in the technology and startup communities (“Community Content”). You acknowledge that Build312 has the right to use your name and logo on the Site in Community Content and in other editorial content pursuant to the copyright “fair use” and other related doctrines.

2.6 You grant to Build312 the right to use the Marks to make announcements, statements, or other publicity or marketing materials relating to Build312.

3.YOUR CONDUCT

In connection with your access and use of the Services and that of any person authorized by you to access and use the Services, you are responsible for complying with all applicable laws, regulations, and policies of all relevant jurisdictions, including all applicable local rules regarding online conduct. Specifically, in connection with your use of the Services, you may not cause or permit any person to do any of the following:

(a) use the Site or Services for any unlawful purpose;

- (b) use the Site to post or transmit any material that contains any viruses, Trojan horses, worms, time bombs, cancelbots, malware, adware, or other computer programming routines that may damage, interfere with, surreptitiously intercept, or expropriate any system, data, or personal information;
- (c) impose an unreasonably or disproportionately large load on the Site or otherwise interfere with or inhibit any other user of this Site from using or enjoying the Site;
- (d) use the Site to post or transmit any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, harassing, or otherwise objectionable information of any kind;
- (e) use the Site to post or transmit any information which is invasive of another's privacy or publicity rights or that otherwise violates or infringes in any way upon the rights of others;
- (f) access, use or copy any portion of the Site or Services through the use of bots, spiders, scrapers, web crawlers, indexing agents, or other automated devices or mechanisms; and
- (g) use the Site to post or transmit any solicitations, chain letters, pyramid schemes, investment opportunities or schemes, or other unsolicited commercial communication.

4. DISCLAIMERS

4.1 Build312 makes no guarantees as to the level of success you may achieve by using the Services. Build312 further makes no guarantee that your profile and postings will be accessible for the entire term of its listing due to computer/server outages, software failure and other technical and non-technical issues that may cause temporary outages.

4.2 Build312 takes commercially reasonable measures to secure and protect information transmitted to and from the Site. Nevertheless, we cannot and do not guarantee that any such transmissions are or will be totally secure. You are responsible for maintaining the confidentiality of any information about you, including any username and any password used in connection with your use of the Services. Build312 will not be liable for any loss or damage arising from the unauthorized use of your username or password.

4.3 This Site may include hyperlinks to other websites which are not maintained by Build312. We are not responsible for the content of such external websites and we make no representations whatsoever concerning the content or accuracy of, opinions

expressed in, or other links provided by such websites. The inclusion of any hyperlink to external websites does not imply endorsement by Build312 of those websites or any products or services referred to therein. The terms of service and privacy policies applicable to external websites may be different from those applicable to our Services. If you decide to access any external website through a link within our Site, you do so entirely at your own risk, and Build312 will have no liability for any loss or damage arising from your access or use of any external website. Since Build312 is not responsible for the availability of these websites, or their contents, you should direct any concerns regarding an external website to the administrator of that website. You agree that you will bring no suit or claim against us arising from or based upon any such use of external websites. Hyperlinks to other websites that are provided on the Site are not intended to imply that: (a) we are affiliated or associated with any external website; or (b) any linked site is authorized to use any of our trademarks, trade names, logos, or copyrights.

4.4 Images of the Build312 logo can only be used for linking purposes. By linking to the Site, you agree that you will not misrepresent your relationship with us or present false or misleading impressions about us. No hyperlinks to the Site may be used in a manner that implies or suggests that Build312 approves or endorses you, your website, or your goods and services. We will have no responsibility or liability for any content appearing on your website. No hyperlink may appear on any page on your website or within any context containing content or materials that may be interpreted as libelous, obscene, or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

4.5 THE USE OF THE SERVICES BY YOU IS AT YOUR SOLE RISK. ACCORDINGLY, THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED AND EXCLUDED, TO THE FULLEST EXTENT PERMITTED BY LAW. SPECIFICALLY, BUILD312 AND CONTENT-PROVIDERS DO NOT WARRANT THAT: (A) THE USE OF THE SERVICES OR ANY THIRD PARTY WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE; (B) THAT THE USE OF THE SERVICES OR ANY SUCH THIRD PARTY WEBSITE WILL ALLOW YOU TO OBTAIN ANY PARTICULAR RESULTS WHATSOEVER; (C) THE SERVICES OR ANY INFORMATION, SERVICE OR MERCHANDISE PROVIDED THROUGH THIS SITE OR ANY THIRD PARTY WEBSITE ARE OR WILL BE ACCURATE, CURRENT, COMPLETE, RELIABLE, OR OF ANY PARTICULAR VALUE OR QUALITY; (D) THAT

ANY DEFECTS IN THE SERVICES WILL BE CORRECTED; OR (E) THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER DISABLING DEVICES OR HARMFUL COMPONENTS. FOR THE AVOIDANCE OF DOUBT, NOTHING HEREIN SHALL ENTITLE YOU TO ANY REBATE OR RETRIBUTION FOR SERVICES THAT YOU DETERMINE TO BE UNSUCCESSFUL.

5. LIMITATION OF LIABILITY

5.1 In no event will Build312, its contractors, suppliers, content-providers, and other similar entities, and the officers, directors, managers, members, employees, representatives, and agents of each of the foregoing (collectively, our “Contractors”), be liable to you or any third party for any losses or damages, alleged under any legal theory, arising out of or in connection with: (a) your use of, or reliance on, the Services in a way not contemplated by these Terms; (b) the defamatory, offensive, or illegal conduct of other users of the Services; or (c) your gross negligence or willful misconduct.

5.2 Under no circumstances will Build312 or our Contractors be liable to you or any third party for any indirect, consequential, incidental, punitive, special, or similar damages or costs (including, but not limited to, lost profits or data, loss of goodwill, loss of or damage to property, loss of use, business interruption, and claims of third parties) arising out of or in connection with these Terms or the use of the Services, or the transmission of information to or from the Site over the Internet, even if we were advised, knew, or should have known of the possibility of such damages or costs. In a jurisdiction that does not allow the exclusion or limitation of liability for certain damages, the liability of Build312 and the Contractors will be limited in accordance with these Terms to the extent permitted by law.

5.3 Without limiting any of the foregoing, if Build312 or any of the Contractors are found liable to you or to any third party as a result of any claims or other matters arising under or in connection with these Terms, the Site, or your use of the Site, the maximum liability for all such claims and other matters will not exceed \$100 in any calendar year.

6. INDEMNIFICATION

You agree to defend and indemnify Build312, and our officers, directors, managers, members, employees, representatives, and agents, against all claims, demands, suits,

or other proceedings, and all resulting loss, damage, liability, cost, and expense (including reasonable attorneys' fees), made by any third party arising out of: (a) the Content; (b) your violation of these Terms; (c) your violation of laws; (d) your violation of any rights of any third party; and (e) any unauthorized use of a username, password, or account number. We reserve, and you grant to us, the right to assume the exclusive defense and control of any matter subject to indemnification by you.

7. JURISDICTION

These Terms will be construed and enforced in accordance with the laws of the State of Illinois. You submit to personal jurisdiction in Illinois, and any cause of action arising under these Terms or otherwise involving the Services will be brought exclusively in a court in Cook County, Illinois.

8. WAIVER OF JURY TRIAL

YOU HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTIONS, SUITS, OR PROCEEDINGS ARISING OUT OF OR RELATING TO THESE TERMS AND THE MATTERS CONTEMPLATED HEREBY.

9. MISCELLANEOUS

These Terms and the Privacy Policy (as each may be revised and amended from time to time according to their respective terms) collectively constitute the entire agreement with respect to your access to and use of the Services.

Our electronically or otherwise properly stored copy of these Terms will be deemed to be the true, complete, valid, authentic, and enforceable copy, and you agree that you will not contest the admissibility or enforceability of our copy of these Terms in connection with any action or proceeding arising out of or relating to these Terms.

Any provisions of these Terms that are reasonably inferable to have been intended to survive termination (including, but not limited to, any provisions regarding limitation of our liability or indemnification) will continue in effect beyond any such termination of access to the Services.

These Terms do not and are not intended to confer any rights or remedies on any person or entity other than the parties.

We may assign our rights and duties under these Terms at any time to any third party without notice. You may not assign these Terms without our prior written consent.

Our waiver of any breach of these Terms will not be a waiver of any preceding or subsequent breach thereof.

If any provision of these Terms is held to be invalid or unenforceable, that provision will be stricken and will not affect the validity and enforceability of any remaining provisions. Possible evidence of use of the Services for illegal purposes will be provided to law enforcement authorities.