TERMS OF USE

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Table of Contents

1. **Application of These Terms of Use**
2. **Who We Are and Our Role**
3. **Privacy Policy**
4. **Eligibility and Accounts**
5. **Investing Through the Services**
6. **Issuers**
7. **Tokenized Securities and Blockchain Technology**
8. **Communication Channels and User Contributions**
9. **Proprietary Rights and Your Use of the Site**
10. **Your Communications to Us**
11. **Electronic Delivery, Electronic Signatures and Text Messages**
12. **Permitted and Prohibited Uses**
13. **Monitoring and Enforcement; Termination**
14. **Content Standards**
15. **Reliance on Information Posted**
16. **Third-Party Services and Links**
17. **Linking to the Site and Social Media Features**
18. **Geographic Restrictions**
19. **Disclaimer of Warranties**
20. **Limitation of Liability**
21. **Indemnification**
22. **Copyright Complaints**
23. **Injunctive Relief**
24. **MANDATORY ARBITRATION AND CLASS ACTION AND JURY TRIAL WAIVER**
25. **Notice to California Users**
26. **Other Terms**
27. **Questions**

1. Application of These Terms of Use

The website located at [www.●.com] and its subdomains (the "**Site**") on which these Terms of Use ("**Terms**") appear, and the related mobile applications and online services, are owned and operated by 40 Acres App Inc. ("**40 Acres App**") and its [wholly owned subsidiary, 40 Acres Funding Portal LLC], a funding portal registered with the U.S. Securities and Exchange Commission (the

"**SEC**") and a member of the Financial Industry Regulatory Authority ("**FINRA**") (the "**Funding Portal**" and, together with 40 Acres App, "**40 Acres**," "**we**," "**our**," or "**us**"). For purposes of these Terms, "**you**" or "**your**" means the person accessing the Site and any persons that allow others to provide information about themselves to us, and, if you access the Site on behalf of an entity, that entity. The Site provides information, documents, tools, accounts, and online services through which companies, sponsors and other issuers ("**Issuers**") may offer securities, including securities represented by digital tokens recorded on a blockchain ("**Tokenized Securities**"), and through which investors ("**Investors**") may review and invest in those offerings (collectively, the "**Services**").

THESE TERMS CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND US. PLEASE READ CAREFULLY THROUGH ALL SECTIONS OF THESE TERMS. YOUR ACCESS TO AND USE OF THE SITE IS SUBJECT TO THESE TERMS AND ALL APPLICABLE LAWS AND WE RESERVE THE RIGHT TO TERMINATE YOUR ACCESS TO THE SITE IF YOU VIOLATE THESE TERMS. BY CLICKING ON LINKS WITHIN THE SITE OR WEBPAGES BEYOND THE SITE'S HOMEPAGE, BY CREATING AN ACCOUNT, OR BY CLICKING ON A BOX OR ICON INDICATING YOUR ACCEPTANCE, YOU AGREE TO THESE TERMS WHETHER OR NOT YOU COMPLETE A TRANSACTION WITH US AND WHETHER OR NOT YOU COMPLETE YOUR TRANSACTION ON THE SITE OR THROUGH OTHER CHANNELS, SUCH AS BY TELEPHONE, EMAIL, OR OTHERWISE. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THE SITE, ANY SERVICES AVAILABLE THROUGH THIS SITE, OR ANY INFORMATION CONTAINED ON THIS SITE.

MANDATORY ARBITRATION NOTICE AND CLASS ACTION AND JURY TRIAL WAIVER. These Terms contain a mandatory (binding) arbitration provision and class action and jury trial waiver clauses. Except for certain types of disputes described in the arbitration section below or where prohibited by applicable law, you agree that disputes between you and us regarding your use of the Site or Services will be resolved by binding, individual arbitration and you waive your right to participate in a class action lawsuit or class-wide arbitration, including as a class representative. The arbitrator's decision will be subject to very limited review by a court. You will be entitled to a fair hearing, but the arbitration procedures are simpler and more limited than rules applicable in court. For more details, see below.

Changes to These Terms

We may make changes to the content available on the Site at any time. We can change, update, add, or remove provisions of these Terms at any time by posting the updated Terms on the Site. We will make commercially reasonable efforts to notify you of any material changes to these Terms, however we are not obligated to. You waive any right you may have to receive specific notice of such changes to these Terms except for changes to our agreement to arbitration, which is discussed more fully below. By using the Site after we have updated the Terms, you are agreeing to the then-current Terms. You are responsible for regularly reviewing these Terms. No change to these Terms will affect the terms of any investment you made before the change, which will continue to be governed by the applicable Offering Documents (defined below).

Additional Agreements; Order of Precedence

Your use of certain Services is also governed by additional agreements, including (a) for Issuers, the platform listing agreement between the Issuer and 40 Acres (a "**Platform Listing Agreement**"); (b) for Investors, the subscription agreement, operating agreement, token purchase agreement, offering circular, Form C, private placement memorandum and other documents governing a particular investment (collectively, "**Offering Documents**"); and (c) any supplemental terms we post for particular features of the Services (together with the Platform Listing Agreements and Offering Documents, "**Additional Agreements**"). If there is a conflict between these Terms and an Additional Agreement, the Additional Agreement will control with respect to its subject matter. Your investment is a transaction between you and the Issuer, and the Offering Documents, not these Terms, govern your rights as a holder of the Issuer's securities.

2. Who We Are and Our Role

Regulation CF Offerings

Offerings conducted in reliance on Regulation Crowdfunding under the Securities Act of 1933, as amended (the "**Securities Act**") ("**Regulation CF**"), are conducted exclusively through the Funding Portal, on the portion of the Site designated for Regulation CF offerings (the "**Funding Portal Platform**"). The Funding Portal is not a registered broker-dealer and does not offer investment advice or recommendations, solicit purchases, sales or offers to buy the securities offered or displayed on the Funding Portal Platform, compensate any person for soliciting purchases of securities or based on the sale of securities displayed on the Funding Portal Platform, or hold, manage, possess or otherwise handle investor funds or securities.

Regulation D and Regulation A Offerings

Offerings conducted in reliance on Regulation D or Regulation A under the Securities Act are listed by 40 Acres App on the portion of the Site designated for those offerings (the "**Listing Platform**"). 40 Acres App is not a registered broker-dealer, funding portal, investment adviser, or transfer agent, and it is not acting in any of those capacities in connection with Regulation D or Regulation A offerings. 40 Acres App provides a technology platform on which Issuers may post information about their offerings and through which Investors may review that information, complete investor onboarding, and execute Offering Documents directly with Issuers. 40 Acres App does not recommend or solicit investments in any offering, negotiate the terms of any offering on behalf of any Issuer or Investor, participate in any Issuer's decision to accept or reject an investment, or hold, manage, possess or otherwise handle investor funds or securities. Any Regulation D or Regulation A offering listed on the Site is made solely by the Issuer.

How We Are Compensated

40 Acres does not receive commissions or other compensation that is based on the amount of capital raised by any Issuer, the success or closing of any offering, or the purchase or sale of any security. Issuers pay 40 Acres fixed listing, technology and administrative fees under their Platform Listing Agreements, which are payable whether or not an offering is successful.[1] The

[1] **Note to Client**: Because neither 40 Acres entity will be a registered broker-dealer, 40 Acres App Inc. must not receive commissions or other transaction-based compensation (e.g., fees calculated as a percentage of capital raised, fees

manner in which the Funding Portal is compensated in connection with each Regulation CF offering is also disclosed in the Issuer's Form C. Pursuant to Section 17(b) of the Securities Act, you should be aware that 40 Acres receives compensation from Issuers in exchange for listing and publicizing their offerings on the Site, as described above and in the Offering Documents. Neither 40 Acres nor any of its directors, officers or employees has a financial interest in any Issuer whose offering is listed on the Site, except as disclosed in the applicable Offering Documents.

No Investment, Legal or Tax Advice; No Fiduciary Relationship

Nothing on the Site, and no communication from 40 Acres or any of its employees, constitutes investment, legal, accounting or tax advice, a recommendation that you invest in any offering or that any offering is suitable for you, or an offer to sell or a solicitation of an offer to buy any security in any jurisdiction where such offer or solicitation would be unlawful. Our listing of an offering, the order in which offerings appear, and any search, filtering or sorting features are not an endorsement or recommendation of any offering, and any offering may be featured or displayed based only on objective criteria that we apply equally to all offerings. We do not owe you any fiduciary duty, and nothing in these Terms creates a partnership, joint venture, agency, or fiduciary relationship between you and 40 Acres. You should consult your own legal, tax and financial advisors before making any investment.

Limited Review of Issuers and Offerings

Before an offering is listed, we conduct the background checks and other reviews that are required by applicable law or that we otherwise determine to perform in our discretion, including "bad actor" checks on Issuers and their covered persons. These reviews are limited in scope. We do not verify the accuracy or completeness of the information that Issuers provide, we do not guarantee the performance of any Issuer or investment, and our decision to list an offering is not an indication that the offering has merit or that the information provided by the Issuer is accurate. Each Issuer is solely responsible for its offering, its Offering Documents, and its compliance with applicable law. No federal or state securities commission or regulatory authority has passed upon the merits of any offering or the accuracy or adequacy of any offering materials displayed on the Site.

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contingent on the closing or success of an offering, or fees per investor or per investment) in connection with Regulation D or Regulation A offerings, and should avoid other indicia of broker activity, such as recommending particular offerings, soliciting or negotiating with investors, or handling investor funds or securities. The fees payable under each Platform Listing Agreement should be fixed listing, technology and administrative fees that are not contingent on the amount raised. Although a registered funding portal is permitted to receive success-based compensation for Regulation CF offerings, we have drafted on the basis of your instruction that 40 Acres will not collect commissions on any offering. Please also note that Regulation CF generally prohibits a funding portal and its directors, officers and partners from having a financial interest in an issuer using its platform, other than securities received as compensation for services that are disclosed to investors. Please confirm the fee structure so that we can conform these Terms, the Platform Listing Agreement and the Regulation CF compensation disclosure in each issuer's Form C.

3. Privacy Policy

Besides these Terms, we also publish a Privacy Policy[2] and, for customers of the Funding Portal, a Regulation S-P Privacy Notice.[3] Although they are not part of these Terms, we encourage you to read them to better understand how we collect, use and share your information and how you can update, manage, access, and delete your information.

4. Eligibility and Accounts

Eligibility

We do not allow persons under the age of eighteen (18) to use the Site. To create an account or invest through the Services, you must (a) be at least eighteen (18) years of age (or the age of majority in your jurisdiction, if older); (b) have the legal capacity to enter into a binding contract; (c) not be a person with whom we are prohibited from doing business under applicable law, including the sanctions programs administered by the U.S. Department of the Treasury's Office of Foreign Assets Control; and (d) not have previously had your account suspended or terminated by us. If you use the Services on behalf of an entity, you represent and warrant that you are authorized to bind that entity to these Terms. By using the Site, you represent and warrant that you meet these requirements.

Account Registration and Identity Verification

To access the Site or certain of the resources it offers, you will be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide on the Site is correct, current, and complete, that you promptly update it if it changes, and that you have the authority to provide such information to us. Federal law requires us and our service providers to obtain, verify and record information that identifies each person who opens an account or invests through the Services, which may include your name, address, date of birth, taxpayer identification number, government-issued identification, and other information or documents. You authorize us and our service providers to make inquiries, directly or through third parties, that we consider necessary to verify your identity, screen you against government watch lists, and protect against fraud. We may refuse to open an account, suspend an account, or refuse an investment if we cannot verify your identity or if we believe that doing so is necessary to comply with law. You may maintain only one account per person or entity unless we agree otherwise in writing.

Account Security

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your username, password, or other security information. You shall bear the entire risk for any use thereof, whether you have authorized such use and whether or not you are negligent. If you permit

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[2] **Note to Client**: Insert a hyperlink to the Privacy Policy in all places where they are referenced in these Terms.

[3] **Note to Client**: Insert a hyperlink to the Regulation S-P Privacy Notice in all places where they are referenced in these Terms.

other persons to use your computer or mobile device, login information or any other means to access the Services, you will be held responsible for any transactions they undertake, and we will not be liable for any damages resulting to you.

You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you sign out of or exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any reason, including if, in our opinion, you have violated any provision of these Terms.

Accessing the Site and Services

We reserve the right to withdraw or amend this Site, and any Services or Materials (defined below) we provide on the Site, in our sole discretion and without notice. We will not be liable if, for any reason, all or any part of the Site is unavailable at any time or for any period. From time to time, in our sole discretion and without notice, we may restrict access to some parts of the Site, or the entire Site, to users, including registered users. You are responsible for both making all arrangements necessary for you to have access to the Site and ensuring that all persons who access the Site through your internet connection are aware of these Terms and comply with them.

5. Investing Through the Services

Self-Directed Investing

All investment decisions you make through the Services are your own. You are solely responsible for evaluating the merits and risks of each investment, for conducting your own due diligence, and for determining whether an investment is appropriate for you in light of your financial situation, investment objectives, risk tolerance, and liquidity needs. Before investing, you should carefully read all Offering Documents, including the risk factors, and the educational materials we make available on the Site.

Investor Eligibility and Investment Limits

Each offering on the Site is made under a specific exemption from registration under the Securities Act, which determines who may invest and how much:

- *Regulation CF.* Offerings under Regulation CF are open to both accredited and non-accredited investors. Investors who are not accredited investors are subject to limits on the aggregate amount they may invest in all Regulation CF offerings (through any intermediary) during any twelve (12) month period, based on their annual income and net worth, as set forth in Regulation CF and adjusted periodically for inflation. Before you invest, you will be asked to provide information about your annual income, net worth, and other Regulation CF investments in the past twelve (12) months, and the Funding Portal may rely on your representations unless it has reason to question them.
- *Regulation A.* Offerings under Tier 1 of Regulation A are open to all investors. In offerings under Tier 2 of Regulation A, an Investor who is a natural person and not an accredited investor generally may not purchase more than ten percent (10%) of the greater of the

Investor's annual income or net worth (or, for a non-natural person, ten percent (10%) of the greater of its annual revenue or net assets), unless the securities will be listed on a national securities exchange upon qualification.

- *Regulation D.* Offerings under Rule 506(c) of Regulation D are open only to accredited investors, and the Issuer (or a third party on its behalf) must take reasonable steps to verify that each Investor is an accredited investor, which may require you to provide tax returns, financial statements, brokerage or bank statements, a credit report, or a written confirmation from a registered investment adviser, licensed attorney, or certified public accountant.[4]

You agree to provide complete and accurate information regarding your eligibility and investment limits, and you acknowledge that we, Issuers and their agents will rely on that information. Neither 40 Acres nor any Issuer is responsible for any consequences resulting from inaccurate information you provide.

Investor Acknowledgments

Each time you make an investment commitment through the Services, you represent, warrant and acknowledge that:

- you have reviewed the educational materials made available on the Site and the Offering Documents for the offering, and you understand the terms of the securities you are purchasing;
- investing in private companies and real estate and other asset-backed offerings is speculative and involves a high degree of risk, and **you can afford to lose your entire investment**;
- the securities are illiquid, may be subject to restrictions on transfer, and there may never be a market for them, so you may be required to hold your investment indefinitely;
- the securities have not been registered under the Securities Act or any state securities laws, are not insured by the Federal Deposit Insurance Corporation or the Securities Investor Protection Corporation, and are not guaranteed by 40 Acres or any other person;
- you are not relying on 40 Acres for any investment, legal or tax advice, and 40 Acres has not made any recommendation regarding the offering; and
- the information you have provided in connection with your investment, including regarding your eligibility and investment limits, is true, complete and correct.

Investment Commitments, Payment and Escrow

When you make an investment commitment, you authorize the transfer of your investment funds using the payment method you select. 40 Acres does not hold, manage, possess or otherwise handle

[4]**Note to Client**: Without a registered broker-dealer, we recommend that Regulation D offerings on the Site be conducted only under Rule 506(c) (accredited investors only, with reasonable steps to verify accredited status). A Rule 506(b) offering cannot be conducted through general solicitation, and establishing the "pre-existing, substantive relationships" needed to show Rule 506(b) offerings to investors online is an activity the SEC has generally associated with registered broker-dealers and investment advisers. If any issuer wishes to conduct a Rule 506(b) offering, we should discuss it separately before it is listed.

investor funds. For Regulation CF offerings, investor funds are transmitted to and held by a qualified third party (such as a bank) acting as escrow agent until the offering closes and the funds are released to the Issuer, or until the investment is cancelled and the funds are returned. For Regulation D and Regulation A offerings, investor funds are transmitted to an escrow agent, payment processor or other account designated by the Issuer in its Offering Documents. You are responsible for any fees charged by your bank or payment provider, and for any returned or reversed payments. Issuers may accept or reject any investment commitment, in whole or in part, in their sole discretion.

Cancellations, Reconfirmations and Closings of Regulation CF Offerings

Investors in Regulation CF offerings have the following rights, which are described in more detail in our educational materials and each Issuer's Form C:

- *Cancellation.* You may cancel an investment commitment for any reason until forty-eight (48) hours before the offering deadline identified in the Issuer's offering materials. After that time, you may not cancel your investment commitment (except in the case of a material change, as described below).
- *Early Closing.* If an Issuer reaches its target offering amount before the offering deadline, the Issuer may close the offering early, but only if the offering has been open for at least twenty-one (21) days and the Funding Portal provides you notice of the new deadline at least five (5) business days in advance. You may cancel your commitment until forty-eight (48) hours before the new deadline.
- *Material Changes.* If there is a material change to the terms of an offering or to the information provided by the Issuer, you will be notified and must reconfirm your investment commitment within five (5) business days after receiving notice. If you do not reconfirm, your investment commitment will be cancelled and your funds will be returned.
- *Unsuccessful Offerings.* If an Issuer does not reach its target offering amount by the offering deadline, or the offering is otherwise terminated, all investment commitments will be cancelled and the Funding Portal will direct the return of your funds.

Cancellation, reconfirmation and closing procedures for Regulation D and Regulation A offerings are governed by the applicable Offering Documents.

Testing the Waters

Some Issuers may "test the waters" to gauge investor interest before filing or qualifying their offering documents, as permitted by applicable SEC rules. During this period, no money or other consideration is solicited or accepted, no sales will be made, and any indication of interest or "reservation" you submit is non-binding and involves no obligation or commitment of any kind. If the offering later proceeds, you will need to review the Offering Documents and make an affirmative investment commitment in order to invest.

Restrictions on Resale

Securities purchased in a Regulation CF offering generally may not be transferred for one (1) year after purchase, except to the Issuer, to an accredited investor, as part of an offering registered with the SEC, or to certain family members or trusts, as provided in Regulation CF. Securities purchased

in a Regulation D offering are "restricted securities" that may not be resold without registration or an exemption. Securities purchased in a Regulation A offering may be subject to contractual or state law transfer restrictions. Transfers of all securities are also subject to the restrictions in the applicable Offering Documents and, in the case of Tokenized Securities, the restrictions described in "**Tokenized Securities and Blockchain Technology**" below. 40 Acres does not operate a secondary market or trading venue for any securities.

Fees Paid by Investors

[40 Acres does not charge Investors any fee to create an account or to invest through the Services.][5] Issuers may charge fees or expenses as disclosed in their Offering Documents.

Taxes

You are solely responsible for determining and paying any taxes that apply to your investments. Tax documents relating to your investments (such as IRS Forms 1099 or Schedules K-1) will be provided by the Issuer or its agents and, where applicable, made available through the Site.

6. Issuers

If you are an Issuer, or are acting on behalf of an Issuer, your listing on the Site is subject to these Terms and your Platform Listing Agreement, which will control in the event of a conflict. Without limiting the Platform Listing Agreement, each Issuer represents, warrants and agrees that:

- it is solely responsible for its offering, its Offering Documents, all information it provides to 40 Acres or posts on the Site, and its compliance with the Securities Act, the Securities Exchange Act of 1934, as amended, state securities laws, and all other applicable laws, including the requirements of the exemption on which its offering relies and any ongoing reporting obligations (such as annual reports on Form C-AR or reports on Forms 1-K and 1-SA);
- all information it provides is accurate and complete and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading, and it will promptly update its information to reflect any material change;
- neither it nor any of its covered persons is subject to any "bad actor" disqualification under Rule 503 of Regulation CF, Rule 262 of Regulation A, or Rule 506(d) of Regulation D, and it will notify 40 Acres immediately if this changes;
- it owns or has the right to use all content it provides and to grant the licenses granted in these Terms; and
- it has obtained its own legal, accounting and tax advice, and it is not relying on 40 Acres for any such advice.

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[5]**Note to Client**: Please confirm whether investors will pay any fees to 40 Acres (for example, payment processing fees). We have drafted on the assumption that investors will not pay 40 Acres any fees. Any investor fee in connection with a Regulation D or Regulation A offering should not be calculated as a percentage of the amount invested, for the reasons discussed in the note above regarding transaction-based compensation.

We may, in our sole discretion, decline to list any Issuer or offering, or suspend or remove any offering from the Site at any time, including if we believe that the Issuer or its offering presents the potential for fraud or otherwise raises investor protection concerns, or if we determine that doing so is necessary to comply with applicable law. Our failure to decline, suspend or remove an offering is not an endorsement of the offering.

7. Tokenized Securities and Blockchain Technology

Certain securities offered through the Services are Tokenized Securities. By acquiring, holding or transferring Tokenized Securities, you acknowledge and agree that:[6]

- *Tokens Represent Securities.* A Tokenized Security is a security. The digital token is a means of recording and transferring ownership of the security and does not give you any rights other than the rights of a holder of that security under the applicable Offering Documents. The official record of ownership of each Tokenized Security is maintained by the Issuer or its registered transfer agent.
- *Digital Wallets.* To receive Tokenized Securities, you may be required to connect a compatible digital wallet to your account or establish a wallet through a third-party provider made available through the Services. You are solely responsible for the security of your wallet, private keys and recovery phrases. We will never ask you for your private keys or recovery phrase, and we cannot recover lost private keys or reverse transactions on a blockchain. Your use of any third-party wallet or custodial service is governed by that provider's terms.
- *Transfer Restrictions.* Tokenized Securities are subject to the transfer restrictions described in "**Investing Through the Services**" above and in the Offering Documents, which may be enforced through the smart contracts governing the tokens, including by limiting transfers to wallets that have been verified and approved (sometimes called "whitelisted"). Any purported transfer that violates applicable law or the Offering Documents will be void.
- *Corrective Actions.* You authorize each Issuer and its agents to take actions with respect to Tokenized Securities that are permitted by the Offering Documents, including freezing, cancelling ("**burning**") and reissuing tokens to comply with a court order or applicable law, to correct an error, or to replace tokens associated with a lost or compromised wallet after appropriate verification.
- *Blockchain Records.* Transactions involving Tokenized Securities are recorded on a public blockchain and are permanent and publicly visible. Your wallet address and transaction history may be visible to others, as described in our Privacy Policy.
- *Technology Risks.* Blockchain networks, smart contracts and digital wallets involve unique risks, including software defects, cyberattacks, network congestion or failure, changes to network protocols ("**forks**"), loss of private keys, fluctuating network transaction ("**gas**") fees, and evolving laws and regulations. Any of these could result in delays, increased

[6]**Note to Client**: Please confirm (a) the blockchain network(s) on which Tokenized Securities will be issued, (b) whether each issuer will engage a registered transfer agent and whether the transfer agent's records, rather than the blockchain, will be the official record of ownership, (c) whether the platform will support only self-custodied wallets, a third-party custodial wallet provider, or both, and (d) who will pay network ("gas") fees. We will tailor this section and conform it to the Platform Listing Agreement once these points are settled.

costs, or loss of access to your Tokenized Securities. 40 Acres does not own or control any blockchain network and is not responsible for its operation.

- *Secondary Trading.* Any resale of Tokenized Securities must comply with applicable law and the Offering Documents. If secondary trading of a Tokenized Security becomes available through a third-party alternative trading system or other venue, that trading will be governed by that venue's terms, and 40 Acres will not be a party to those transactions.

8. Communication Channels and User Contributions

The Site may contain communication channels for each offering, message boards, forums, profiles, and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Site. All User Contributions must comply with the Content Standards set out in these Terms.

Rules for Offering Communication Channels

For each Regulation CF offering, the Funding Portal provides a communication channel through which Investors and the Issuer may discuss the offering. Communication channels are publicly viewable, but only registered users may post. If you post in any communication channel, you must clearly and prominently disclose with each post whether you are a founder, officer, director, employee or other representative of the Issuer, and whether you are receiving or have received, or expect to receive, any compensation for promoting the Issuer's offering. The Funding Portal does not participate in these discussions except to establish guidelines and to remove communications that it believes are abusive or potentially fraudulent or that otherwise violate these Terms. Issuers may communicate about their offerings only as permitted by applicable law, and may not use communication channels to make statements that are inconsistent with their Offering Documents.

License and Responsibility for User Contributions

Any User Contribution you post to the Site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Site, you grant us and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose. You acknowledge that we may be required by law to retain User Contributions, even after you delete them.

You represent and warrant that you own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns, and that all of your User Contributions do and will comply with these Terms.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not us, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Site. User Contributions are not reviewed or verified by us before they are posted and do not reflect our views.

9. Proprietary Rights and Your Use of the Site

Unless otherwise specified in these Terms, all information and screens appearing on this Site are the sole property of us or our subsidiaries and affiliates, and other parties. We provide content through the Site that is copyrighted or contains protectable trademarks of us or our third-party licensors and suppliers (collectively, the "**Materials**"). Materials may include documents, services, software, smart contract code, site design, text, graphics, logos, video, images, icons, and other content, as well as the arrangement thereof. "40 Acres" and our logos are our trademarks, and you may not use them without our prior written permission.

Subject to these Terms, we hereby grant to you a revocable, limited, personal, non-exclusive, and non-transferable license to use, view, print, display, and download the Materials for the sole purpose of viewing them on a stand-alone personal computer or mobile device and to use this Site solely for your personal, non-commercial use (or, if you are an Issuer, for the purpose of conducting your offering). Except for the foregoing license and as otherwise required or limited by applicable law, you have no other rights in the Site or any Materials and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance, or in any way exploit any of the Site or Materials in any manner or for any purpose that would constitute infringement of our, our licensors', or the Site's other users' intellectual property rights. All rights not expressly granted herein are reserved.

If you breach any of these Terms, the above license will terminate automatically and you must immediately destroy any downloaded or printed Materials, except for Offering Documents and records of your investments, which you may retain for your records.

10. Your Communications to Us

By forwarding any content or communications to us through the Site or by other electronic means, including feedback, suggestions and ideas regarding the Services, you thereby grant us a perpetual, royalty-free, fully paid-up, world-wide, irrevocable, non-exclusive, freely transferable, and freely sublicensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, redistribute, and display such content and communications in any form for the purposes of providing the Services and any purpose tangentially related to the Services. No compensation will be paid to you with respect to our or our sublicensees' use of your communications. By providing or submitting content, you represent and warrant that you own or otherwise control all of the rights to your submitted content and communications as described in this section, including all the rights necessary for you to submit the content and communications and grant the license above. This section does not apply to personal information, which is governed by our Privacy Policy, or to confidential information provided by an Issuer under its Platform Listing Agreement.

11. Electronic Delivery, Electronic Signatures and Text Messages

Consent to Electronic Delivery

By using the Site and/or the Services, you consent to receiving electronic communications, including electronic notices, from us, from Issuers, and from their agents. These electronic communications may include these Terms and any amendments, Offering Documents, investment confirmations, notices of material changes and cancellations, Issuer reports, tax documents, privacy notices, notices about applicable fees and charges, transactional information and other

information concerning or related to the Site, the Services and your investments (collectively, "**Communications**"). We may deliver Communications by email to the address associated with your account, by posting them to your account dashboard or the Site, or by other electronic means, and Communications will be deemed delivered when sent or posted, whether or not you actually read them. You agree that any notices, agreements, disclosures or other Communications that we send you electronically will satisfy any legal communication requirements, including that such Communications be in writing.

Electronic Signatures

You agree that your electronic signature, including clicking "I Agree," "Invest," or a similar button, or typing your name, has the same legal effect as a handwritten signature, and that you intend to be bound by any agreement or document you sign electronically, in accordance with the federal Electronic Signatures in Global and National Commerce Act ("**E-SIGN**") and applicable state laws based on the Uniform Electronic Transactions Act.

Hardware and Software; Paper Copies; Withdrawal of Consent

To access and retain Communications, you will need a device with internet access, a current web browser, software capable of opening PDF files, a valid email address, and sufficient storage space or a printer. You agree to keep your email address current. You may request a paper copy of any Communication by contacting us as described in the "**Questions**" section below, and we may charge a reasonable fee for paper copies. You may withdraw your consent to electronic delivery at any time by contacting us; however, because the Services are provided electronically, withdrawing your consent may require us to close your account, and it will not affect the legal effect of Communications delivered before your withdrawal.

Text Messages

If you provide a mobile telephone number and consent to receive text messages, you agree that we may send you text messages, including account notifications, security codes and, with your express consent, marketing messages, to that number. Message and data rates may apply, and message frequency varies. You may opt out of marketing text messages at any time by replying "STOP." Your consent to receive marketing text messages is not a condition of using the Services.

12. Permitted and Prohibited Uses

By accessing or using the Site, you agree that:

- Your use of the Site is subject to and governed by these Terms;
- You will use the Site solely for its Services offered in the normal course of business;
- You will always act in accordance with the law and custom, and in good faith;
- You will comply with and be bound by these Terms as they appear on the Site each time you access and use the Site; and
- These Terms are a legally binding agreement between you and us that will be enforceable against you.

You further agree to not use the Site in any way that:

- Changes or alters the Site or content or Services that may appear on the Site;
- Impairs in any way the integrity or operation of the Site;
- Interferes with or induces a breach of the contractual relationships between us and our employees, Issuers or service providers;
- Is in any way unlawful or prohibited, or that is harmful or destructive to anyone or their property;
- Violates any federal or state securities law, including by engaging in fraud, market manipulation, or the promotion of an offering for undisclosed compensation;
- Circumvents or attempts to circumvent any investment limit, accreditation requirement, identity verification procedure, transfer restriction, or other control on the Site or in any smart contract;
- Involves creating more than one account, creating an account using false or misleading information, or using another person's account;
- Uses any robot, spider, scraper, or other automated means to access, collect data from, or monitor the Site, or reverse engineers or attempts to discover the source code of the Site or any smart contract, except as permitted by law;
- Transmits any advertisements, solicitations, schemes, spam, flooding, or other unsolicited email and commercial communications;
- Transmits any harmful or disabling computer codes or viruses;
- Harvests email addresses or other personal information of users from the Site;
- Transmits unsolicited email to the Site or to anyone whose email address includes the domain name of the Site;
- Interferes with our network services, or attempts to gain unauthorized access to our network services, accounts, or computer systems;
- Suggests an express or implied affiliation or relationship with us, or our endorsement of any person or offering, without our express written permission;
- Impairs or limits our ability to operate the Site or any other person's ability to access and use the Site;
- Unlawfully impersonates or otherwise misrepresents your affiliation with any person or entity;
- Transmits or uploads violent, obscene, sexually explicit, discriminatory, hateful, threatening, abusive, defamatory, offensive, harassing, or otherwise objectionable content or images;
- Dilutes or depreciates our or any of our affiliates' name and reputation;
- Transmits or uploads content or images that infringe upon any third party's intellectual property rights or right to privacy; or
- Unlawfully transmits or uploads any confidential, proprietary or trade secret information.

We have no obligation, but maintain the right, to monitor the Site. This list of prohibited activities provides examples and is not complete or exclusive. We may report to law enforcement and regulatory authorities any actions that may be illegal, and any reports we receive of such conduct. When legally required or at our discretion, we will cooperate with law enforcement and regulatory agencies in any investigation of alleged illegal activity on this Site or on the Internet, which may include disclosing any information we obtain. In addition, we may disclose information we obtain as necessary or appropriate to operate or improve the Site, to protect us and/or our Site users, or for any other purpose that the law permits.

13. Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion, subject to any obligation we have under applicable law to maintain communication channels.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Site or the public, or could create liability for us.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including referral to law enforcement, for any illegal or unauthorized use of the Site.
- Terminate or suspend your access to all or part of the Site, with or without cause and with or without notice, for any reason or no reason, including any violation of these Terms.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities, regulatory authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site. YOU WAIVE AND HOLD HARMLESS US AND OUR AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot review all material before it is posted on the Site, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Effect of Termination

You may close your account at any time by contacting us. Termination of your account will not affect any investment you have made, which will continue to be governed by the applicable Offering Documents, and we may cancel any pending investment commitment in accordance with applicable law. We may retain your information as required by law and as described in our Privacy Policy. Any provision of these Terms that by its nature should survive termination will survive, including the sections relating to proprietary rights, disclaimers, limitation of liability, indemnification, and dispute resolution.

14. Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our Privacy Policy.
- Be likely to deceive any person, including by making false or misleading statements about any Issuer or offering, or by making predictions or guarantees regarding investment returns.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization, or fail to disclose any affiliation with an Issuer or compensation for promoting an offering as required by these Terms.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising, or promote any securities offering that is not listed on the Site.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

15. Reliance on Information Posted

The information presented on or through the Site is made available solely for general information purposes. The information provided does not constitute legal, tax or financial advice or counsel.

We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents.

This Site includes content provided by third parties, including Issuers, other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by us, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect our opinion. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties. Offering materials may contain forward-looking statements and projections, which are inherently uncertain, and actual results may differ materially. Summaries of offerings on the Site are qualified in their entirety by the applicable Offering Documents.

16. Third-Party Services and Links

We rely on third parties to provide certain services in connection with the Services, such as identity verification, accredited investor verification, payment processing, escrow, transfer agency, digital wallet, custody, and blockchain infrastructure services ("**Third-Party Service Providers**"). Your use of these services may be subject to the Third-Party Service Provider's own terms and privacy policy, and we are not responsible for their acts or omissions.

This Site may link to other websites that are not sites controlled or operated by us (collectively, "**Third-Party Sites**"). Certain areas of the Site may allow you to interact and/or conduct transactions with such Third-Party Sites, and, if applicable, allow you to configure your privacy settings in your Third-Party Site account to permit your activities on this Site to be shared with your contacts in your Third-Party Site account and, in certain situations, you may be transferred to a Third-Party Site through a link but it may appear that you are still on this Site. In any case, you acknowledge and agree that the Third-Party Sites may have different privacy policies and terms and conditions and/or user guides and business practices than us, and you further acknowledge and agree that your use of such Third-Party Sites is governed by the respective Third-Party Site privacy policy and terms and conditions and/or user guides. We provide links to the Third-Party Sites to you as a convenience, and we do not verify, make any representations or take responsibility for such Third-Party Sites, including the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such Third-Party Sites.

YOU AGREE THAT WE WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES OR THIRD-PARTY SERVICE PROVIDERS AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR ANY DAMAGES OR LOSSES CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD PARTY.

Any reference on the Site to any product, service, publication, institution, or organization of any third-party entity or individual does not constitute or imply our endorsement or recommendation.

17. Linking to the Site and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent. Any communication you make about an offering listed on the Site, including through social media, must comply with applicable securities laws.

This Site may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Site.
- Send emails or other communications with certain content, or links to certain content, on this Site.
- Cause limited portions of content on this Site to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Site or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Otherwise take any action with respect to the materials on this Site that is inconsistent with any other provision of these Terms.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms. You agree to cooperate with us to stop any unauthorized framing or linking immediately. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time in our sole discretion and without notice.

18. Geographic Restrictions

The Site is operated from the United States, and the Services are intended for persons located in the United States. We make no representation that the Site or the Services are appropriate or available for use in other locations, and certain offerings may not be available to residents of certain states or countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws, including any laws governing the purchase of securities. Nothing on the Site is an offer to sell, or a solicitation of an offer to buy, any security in any jurisdiction in which the offer or solicitation is not authorized.

19. Disclaimer of Warranties

Your use of this Site is at your own risk. The Materials have not been verified or authenticated in whole or in part by us, and they may include inaccuracies or typographical or other errors. We do not warrant the accuracy or timeliness of the Materials contained on this Site. We have no liability for any errors or omissions in the Materials, whether provided by us, our licensors or suppliers, Issuers or other users.

TO THE FULLEST EXTENT PROVIDED BY LAW AND EXCEPT AS OTHERWISE PROVIDED HEREIN OR ON THE SITE, THE INFORMATION AND SERVICES OFFERED ON OR THROUGH THE SITE AND ANY REFERENCED THIRD-PARTY SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. ANY THIRD-PARTY GOODS OR SERVICES PROVIDED ARE SUPPLIED AS A CONVENIENCE TO YOU AND DO NOT CONSTITUTE SPONSORSHIP, AFFILIATION, PARTNERSHIP, OR ENDORSEMENT. TO THE FULLEST EXTENT ALLOWED BY LAW, WE DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

TO THE FULLEST EXTENT ALLOWED BY LAW, WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE, THE MATERIALS, ANY CONTENT, OR OTHER POSTED MATERIALS ON THE SITE IN TERMS OF ITS CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE. WE MAKE NO REPRESENTATION OR WARRANTY REGARDING ANY ISSUER, ANY OFFERING, THE VALUE OR PERFORMANCE OF ANY SECURITY, OR THE OPERATION, SECURITY OR AVAILABILITY OF ANY BLOCKCHAIN NETWORK, SMART CONTRACT OR DIGITAL WALLET.

BY PROVIDING THE SERVICES ON THE SITE, WE DO NOT IN ANY WAY PROMISE THAT THE SERVICES WILL REMAIN AVAILABLE TO YOU. WE ARE ENTITLED TO TERMINATE ALL OR PART OF ANY OF THE SITE AT ANY TIME, IN OUR SOLE DISCRETION WITHOUT NOTICE TO YOU.

20. Limitation of Liability

WE CANNOT GUARANTEE THE SITE WILL BE AVAILABLE ONE HUNDRED PERCENT (100%) OF THE TIME BECAUSE PUBLIC NETWORKS, SUCH AS THE INTERNET, OCCASIONALLY EXPERIENCE DISRUPTIONS. ALTHOUGH WE STRIVE TO PROVIDE THE MOST RELIABLE WEBSITE REASONABLY POSSIBLE, INTERRUPTIONS AND DELAYS IN ACCESSING THE SITE ARE UNAVOIDABLE AND WE DISCLAIM ANY LIABILITY FOR DAMAGES RESULTING FROM SUCH PROBLEMS.

NOTWITHSTANDING THE FOREGOING, OUR LIABILITY AND THE LIABILITY OF OUR AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES AND THIRD-PARTY SERVICE PROVIDERS WITH RESPECT TO ANY AND ALL CLAIMS ARISING OUT OF YOUR USE OF THE SITE, THE MATERIALS, AND ANY CONTENT OR SERVICES OBTAINED THROUGH THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED, IN THE

AGGREGATE, (A) IF YOU ARE AN ISSUER, THE FEES YOU PAID TO 40 ACRES UNDER YOUR PLATFORM LISTING AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM; (B) IF YOU ARE AN INVESTOR, THE FEES, IF ANY, YOU PAID TO 40 ACRES DURING THAT TWELVE (12) MONTH PERIOD; AND (C) IN ALL OTHER CASES, FIFTY DOLLARS ($50).

IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES FOR ANY USE OF THE SITE, OR ON ANY OTHER HYPERLINKED WEBSITE, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, LOSS OF INVESTMENT, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA, OR LOSS OF ACCESS TO DIGITAL ASSETS OR OTHERWISE, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE ARE NOT LIABLE FOR THE ACTS OR OMISSIONS OF ANY ISSUER, INVESTOR, OR THIRD-PARTY SERVICE PROVIDER, OR FOR THE PERFORMANCE OF ANY INVESTMENT.

Some jurisdictions do not allow the exclusion or limitation of certain damages, so some of the above limitations may not apply to you. Nothing in these Terms is intended to waive, limit or exclude any right or remedy you may have under the federal securities laws or any state securities law that cannot be waived by contract, or to require you to waive compliance with any provision of those laws.

21. Indemnification

You agree to indemnify, defend and hold harmless us and, to the extent applicable, our subsidiaries and affiliates, and each of their and our respective directors, officers, shareholders, employees, agents, representatives, clients, contractors and third-party service providers, for any and all losses, claims, demands, actions, liability, fines, penalties and expenses (including reasonable legal fees) that may arise from any of your acts through the use of the Site. Such acts may include: (a) providing content to or communicating with us or, to the extent applicable, our subsidiaries or affiliates; (b) unauthorized use of material obtained through the Site; (c) engaging in a prohibited activity; (d) any inaccurate information you provide, including regarding your identity, eligibility or investment limits; (e) if you are an Issuer, your offering, your Offering Documents, and any information you provide or post on the Site; (f) your violation of any law or the rights of any third party; or (g) any other action that breaches these Terms. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, which shall not excuse your indemnity obligations.

22. Copyright Complaints

We respect the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our copyright agent with the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- Description of the copyrighted work that you claim has been infringed;

- The location on the Site of the material that you claim is infringing;
- Your address, telephone number and e-mail address;
- A statement that your claim of infringement is based on a good faith belief; and
- A statement made under penalty of perjury that the information you have provided is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our agent[7] for notice of claims of copyright infringement on the Site can be reached as follows:

40 Acres App Inc.
Attn: [Insert Title of Contact]
[Insert Address]
[Insert Email Address]

23. Injunctive Relief

You acknowledge that we may be irreparably damaged if these Terms are not specifically enforced, and damages at law would be an inadequate remedy. Therefore, in the event of a breach or threatened breach of any provision of these Terms by you, we shall be entitled, without prejudice to any other rights and remedies that may be sought under the mandatory arbitration provision of these Terms, to an injunction restraining such breach or threatened breach, without being required to show any actual damage or to post an injunction bond, and/or to a decree for specific performance of the provisions of these Terms. For purposes of this Section, you agree that any action or proceeding with regard to such injunction restraining such breach or threatened breach shall be brought in the state or federal courts located in Detroit, Michigan. You consent to the jurisdiction of such court and waive any objection to the laying of venue of any such action or proceeding in such court. You agree that service of any court paper may be effected on such party by mail or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

24. MANDATORY ARBITRATION AND CLASS ACTION AND JURY TRIAL WAIVER

Informal Dispute Resolution

Most concerns can be resolved quickly and to your satisfaction by contacting us as set forth in the "**Questions**" section below. Before initiating any arbitration or other proceeding, the party asserting a Claim (defined below) must send the other party a written notice describing the Claim and the relief requested, and the parties must attempt in good faith to resolve the Claim informally for at least thirty (30) days after the notice is received. Notices to us must be sent to the address in

[7]**Note to Client**: Since the website will allow users to post materials on the Site that may be copyrightable or subject to third-party copyrights, we recommend that you register a designated agent with the United States Copyright Office for purposes of receiving and responding to takedown requests pursuant to the Digital Millennium Copyright Act ("DMCA").

the "**Questions**" section below. Any applicable limitations period will be tolled during this thirty (30) day period.[8]

Agreement to Arbitrate

In the event that we are not able to resolve a dispute, and with the exception of the claims for injunctive relief by us as described above and to the extent allowed by law, you hereby agree that either you or we may require any dispute, claim, or cause of action ("**Claim**") between you and us or any third parties arising out of use of the Site, the Services, and any other actions with us (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory) to be arbitrated on an individual (non-class) basis. Claims also include, except as otherwise provided herein, disputes related to the coverage, applicability, arbitrability, enforceability, formation, scope, or validity of these Terms, including this Arbitration provision, all of which shall be subject to the sole power of the arbitrator as described herein. Notwithstanding anything else herein, the enforceability of the Class Action Waiver shall be determined by a court. In addition, both parties retain the right to seek relief in a small claims court (or a state court equivalent) for a Claim within the scope of its jurisdiction so long as the small claims action does not seek to certify a class, combine the claims of multiple persons, recover damages in excess of the limit for a small claim under applicable state law or is not transferred, removed, or appealed from small claims court to any different court. Additionally, if you are a California resident, you retain the right to obtain public injunctive relief from any court with proper jurisdiction. Claims between an Investor and an Issuer relating to an investment are governed by the dispute resolution provisions of the applicable Offering Documents.

THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS VERY LIMITED. ADDITIONALLY, ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS, AND, THEREFORE, YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT. AS PART OF THIS WAIVER, YOU AGREE THAT YOU WAIVE THE RIGHT TO ACT AS A PRIVATE ATTORNEY GENERAL IN AN ARBITRATION; THAT EXCEPT AS OTHERWISE PROVIDED IN THIS ARBITRATION AGREEMENT, CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR MULTIPLE-PARTY ARBITRATION.

Arbitration Procedures

You and we agree that your use of the Services involves interstate commerce, and that this arbitration agreement shall be interpreted and enforced in accordance with the Federal Arbitration

[8]**Note to Client**: The Funding Portal will be a FINRA member. Before finalizing, we will confirm whether FINRA rules applicable to funding portals give investors a right to bring claims against the Funding Portal in FINRA arbitration notwithstanding this provision (Republic and StartEngine each provide for FINRA arbitration of certain Regulation CF claims). If so, we will add a carve-out for those claims. The arbitration provision otherwise follows your draft, with the addition of an informal dispute resolution period and a one-year limitations period, both of which appear in the Republic and StartEngine terms.

Act (FAA) set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. The arbitrator must follow, to the extent applicable: (a) the substantive law of the state in which we entered into the transaction giving rise to this arbitration agreement; (b) the applicable statutes of limitations; and (c) claims of privilege recognized at law. The arbitrator will not be bound by federal, state or local rules of procedure and evidence or by state or local laws concerning arbitration proceedings.

If either you or we elect to arbitrate a Claim, the dispute shall be resolved by binding arbitration administered under the applicable rules of the American Arbitration Association ("**AAA**"). Either you or we may elect to resolve a particular Claim through arbitration, even if the other party has already initiated litigation in court related to the Claim, by: (i) making written demand for arbitration upon the other party; (ii) initiating arbitration against the other party; or (iii) filing a motion to compel arbitration in court.

If this is a consumer-purpose transaction, the applicable rules will be the AAA's Consumer Arbitration Rules. The applicable AAA rules and other information about arbitrating a claim under AAA, including how to submit a dispute to arbitration, may be obtained by visiting its website at https://www.adr.org/ or by calling 1-800-778-7879. If AAA will not serve as the administrator of the arbitration, and you and we cannot then agree upon a substitute arbitrator, you and we shall request that a court with proper jurisdiction appoint an arbitrator. However, we will abide by the applicable AAA rules regardless of the forum. Arbitration shall be conducted in the county and state where you accepted these Terms, you reside, or another reasonably convenient place to you as determined by the arbitrator, unless applicable laws require another location. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. The parties will have the option to request and receive a statement of reasons for the arbitration award.

If you elect to file the arbitration, and this is a consumer-purpose transaction, you will pay the filing fee to the extent required by AAA's Consumer Arbitration Rules but not to exceed the cost of filing a lawsuit. Any amount above what it would cost you to file a lawsuit, we will pay. All other arbitration fees and expenses shall be allocated to us according to AAA rules. Except for the arbitration fees and expenses, each party shall pay its own costs and fees incurred (including attorneys' fees), unless the arbitrator allocates them differently in accordance with applicable law. This paragraph applies only if this is a consumer-purpose transaction.

Time Limit for Claims

To the fullest extent permitted by applicable law, any Claim must be commenced within one (1) year after the date the party asserting the Claim first knew or reasonably should have known of the act, omission or default giving rise to the Claim; otherwise, the Claim is permanently barred. This limitation does not apply to any Claim under the federal or state securities laws to the extent it would shorten the limitations period provided by those laws.

Additional Procedures for Mass Arbitration

If twenty-five (25) or more similar Claims (including yours) are asserted against us by the same or coordinated counsel or are otherwise coordinated ("**Mass Arbitration**"), you and we agree that these Additional Procedures for Mass Arbitration (in addition to the other provisions of this

arbitration agreement) shall apply. You agree to this process even though resolution of your Claim may be delayed and ultimately proceed in court. The parties agree that as part of these procedures, their counsel shall meet and confer in good faith in an effort to resolve the Claims, streamline procedures, address the exchange of information, modify the number of Claims to be adjudicated, and conserve the parties' and the AAA's resources. If your Claim is part of a Mass Arbitration, any applicable limitations periods (including statutes of limitations) shall be tolled for your Claim from the time that your Claim is first submitted to the AAA until your Claim is selected to proceed as part of a staged process or is settled, withdrawn, otherwise resolved, or opted out of arbitration pursuant to this provision.

Stage One: In Stage One, if at least fifty (50) Claims are submitted as part of the Mass Arbitration, claimants' counsel and 40 Acres will each select an equal number of Claims to be filed in arbitration and resolved individually by different arbitrators. For example, claimant and 40 Acres will each select 25 Claims (50 Claims total). The number of Claims to be selected to proceed in Stage One can be modified by agreement of counsel for the parties provided that, if there are fewer than 50 Claims, all shall proceed individually in Stage One. The remaining Claims shall not be filed or deemed filed in arbitration nor shall any arbitration fees be assessed or collected in connection with those claims. If a case is withdrawn before the issuance of an arbitration award, another Claim shall be selected to proceed as part of the first stage. After this initial set of proceedings, the parties must engage in a single mediation of all remaining Claims, and we will pay the mediation fee.

Stage Two: If the parties cannot agree how to resolve the remaining Claims (if any) after mediation, claimants' counsel and 40 Acres will each select an equal number of Claims per side, not to exceed 50 Claims total, to be filed and to proceed as cases in individual arbitrations as part of Stage Two. The number of Claims to be selected to proceed as part of Stage Two can be modified by agreement of counsel for the parties provided that if there are fewer than 50 Claims remaining, all shall proceed individually in Stage Two. The remaining Claims shall not be filed or deemed filed in arbitration nor shall any arbitration fees be assessed or collected in connection with those claims. If a case is withdrawn before the issuance of an arbitration award, another Claim shall be selected to proceed as part of the second stage. After Stage Two is completed, the parties must engage in a single mediation of all remaining Claims, and we will pay the mediation fee.

Upon the completion of the mediation in Stage Two, each remaining Claim (if any) that is not settled or not withdrawn shall be opted out of arbitration and may proceed in a court of competent jurisdiction consistent with the remainder of these Terms. Notwithstanding the foregoing, counsel for the parties may mutually agree in writing to proceed with the adjudication of some or all of the remaining Claims in individual arbitrations consistent with the process set forth in Stage Two (except Claims shall be randomly selected and mediation shall be elective by agreement of counsel) or through another mutually agreeable process. A court of competent jurisdiction shall have the authority to enforce the Procedures for Mass Arbitration, including the power to enjoin the filing or prosecution of arbitrations and the assessment or collection of arbitration fees. The Procedures for Mass Arbitration and each of its requirements are essential parts of this arbitration agreement. If, after exhaustion of all appeals, a court of competent jurisdiction decides that the Procedures for Mass Arbitration apply to your Claim and are not enforceable, then your Claim shall not proceed in arbitration and shall only proceed in a court of competent jurisdiction consistent with the remainder of these Terms.

Amendments; Severability; Right to Reject

Notwithstanding anything to the contrary in these Terms, and except as otherwise set forth in this paragraph, the agreement to arbitration may be amended by us only upon advance notice to you. If we make any amendment to this agreement to arbitration (other than renumbering the agreement to align with any other amendment to the Terms) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding or action against us prior to the effective date of the amendment. The amendment shall apply to all other Claims governed by this agreement to arbitration that have arisen or may arise between you and us. However, we may amend this agreement to arbitration and not provide you notice; in that case, the amendments will not apply to you and the agreement to arbitration contained in these Terms to which you agreed will continue to apply to you and us as if no amendments were made.

If any part of this arbitration provision is invalid, all other parts of it remain valid. However, if the class action limitation is invalid, then this arbitration provision is invalid in its entirety, provided that the remaining Terms shall remain in full force and effect. This arbitration provision will survive the termination of your use of the Site, the Services, and any other actions with us.

You may reject this arbitration provision within thirty (30) days of accepting the Terms by emailing us at [INSERT EMAIL ADDRESS] and including in the subject line "Rejection of Arbitration Provision."

25. Notice to California Users

Under California Civil Code Section 1789.3, California users of the Site are entitled to the following 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 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210. You may contact us with complaints regarding the Site as described in the "**Questions**" section below.

26. Other Terms

Merger. These Terms (which hereby incorporate by reference any other provisions applicable to use of the Site), together with any applicable Additional Agreements, constitute the entire agreement between you and us and supersede all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between you and us with respect to the Site and information, software, products and services associated with it.

Severability. If any term or provision in these Terms is found to be void, against public policy, or unenforceable by a court of competent jurisdiction and such finding or order becomes final with all appeals exhausted, then the offending provision shall be deemed modified to the extent necessary to make it valid and enforceable. If the offending provision cannot be so modified, then the same shall be deemed stricken from these Terms in its entirety and the remainder of these Terms shall survive with the said offending provision eliminated.

Governing Law and Venue. These Terms shall be governed by and construed in accordance with the laws of the State of Michigan, excluding its conflicts of law rules, and the United States of America. Except as set forth in the agreement to arbitration and without waiving it, you agree that any dispute arising from or relating to the subject matter of these Terms (including but not limited

to if you opt out of the agreement to arbitration) shall be governed by the exclusive jurisdiction and venue of the state and federal courts located in Detroit, Michigan, except where the jurisdiction and venue are mandated by applicable law. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND WE EACH WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

Assignment. You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, in any way (by operation of law or otherwise) without our prior written consent. We may freely assign our obligations and rights under these Terms, including in connection with a merger, acquisition, or sale of all or substantially all of our assets, and including all personal information in our possession that we have collected during your use of the Site as further described in our Privacy Policy.

No Waiver. No failure, omission or delay on the part of us in exercising any right under these Terms will preclude any other further exercise of that right or other right under these Terms. Any waiver must be in writing to be effective.

No Third-Party Beneficiaries. Except for the indemnified parties described in these Terms, these Terms do not confer any rights or remedies on any person other than you and us.

Force Majeure. We will not be liable for any delay or failure to perform resulting from causes beyond our reasonable control, including acts of God, natural disasters, pandemics, war, terrorism, labor disputes, government action, failures of the internet, blockchain networks or third-party service providers, or cyberattacks.

Headings. Provision and section headings are for convenience of reference only and shall not affect the interpretation of these Terms.

Typographical Errors. Information on the Site may contain technical inaccuracies or typographical errors. We attempt to make the Site's postings as accurate as possible, but we do not warrant the content of the Site is accurate, complete, reliable, current, or error-free.

27. Questions

If you have any questions or comments about these Terms or this Site, please contact us by email at [INSERT EMAIL ADDRESS]. You also may write to us at:

40 Acres App Inc.
Attn: [Insert Title of Contact]
[Insert Address]