



Revised: April 3, 2024

## **Terms & Conditions**

By accessing and using the website meetperry.com and any corresponding application or software platform (the “Website”) and the services provided on the Website (collectively, the “Services”), you are agreeing to be bound by these Terms & Conditions. These Terms & Conditions do not apply to other third-party websites and applications accessed by or through our Website.

Please read these Terms & Conditions carefully to understand the terms and conditions regarding your use of this Website. If you do not agree with our Terms & Conditions, you should not use this Website.

The Services are not intended as financial or investment advice. By providing the Services, we do not intend to provide financial, investment, legal or tax advice and/or any other advice of any kind. Your use of the Services and any decisions you make to lend or invest money relating to opportunities addressed on the Website are at your sole risk. Lending money and investing in securities can expose you risk of loss up to the amount lent or invested.

## **Content and Information made available through the Services**

All content and information, including all code, data, materials, trademarks and other intellectual property displayed on the Website are owned or licensed by Meetperry, Inc., and/or its affiliates (collectively, “Meetperry”, “we”, “our” or “us”), and/or its third party information providers and protected by applicable law. Your use of the Website does not grant to you ownership of any content, code, data, or materials you may access on or through the Website.

Your use of the Services is at your sole risk and content is provided to you on an AS IS and AS AVAILABLE basis. You understand that we do not guarantee the accuracy, safety, integrity or quality of content and you hereby agree that you must evaluate and bear all risks associated with the use of any content, including any reliance on the content, integrity, and accuracy of such content. Nothing on the Website should be deemed to constitute a recommendation to purchase, sell or hold, or otherwise to constitute advice regarding, any registered or unregistered security.

## **Limited License**

Meetperry grants you a limited, revocable, non-exclusive, non-sublicensable and non-transferable license to access and use the Services, and content provided on the Website, in each case solely as expressly permitted hereunder. You may access and view the content on the Website on your computer or other device and, unless otherwise indicated in these Terms & Conditions or on the Website, make single copies or prints of the content on the Website for your personal, internal use only.

## **Membership**



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Meetperry determines, in its absolute and sole discretion, whether an applicant is eligible to become a Member. Access to the Website and use of the Services are not available to the general public and is only accessible to persons meeting certain qualification requirements under U.S. Securities Laws (including accredited investors and qualified purchasers), but anyone may apply to be a member of Meetperry (a "Member") by submitting a membership request in such manner as we may make available.

You acknowledge that we may be required to conduct background checks on Members to ensure compliance with Know Your-Client ("KYC") and/or Anti-Money Laundering ("AML") laws and may use third party services providers to conduct these background checks. We will require you to provide information such as name, physical address, unexpired U.S. government issued photo identification, U.S. Taxpayer Identification number, date of birth, phone number, and email address, and/or the name, address, U.S. Employer Identification Number (EIN) and incorporation number (to the extent such information may be available), and other information that will allow us to identify you (the "Member Information"). Member Information may also include, without limitation, copies of a U.S. passport, U.S based driver's license, or other U.S. government issued photo identification document. We or a third party service provider acting on our behalf, may also contact you with additional questions and periodically ask you to re-confirm these details. You are responsible for all Member Information and acknowledge that you agree to share your Member Information between us and an authorized third party service provider for the purpose of identity verification and qualification status. We reserve the right to reject membership if you fail to satisfy the identity verification requirements through the KYC/AML process or commit any other suspicious activity while participating in the Services.

Membership is granted to each applicant in their individual capacity, and a Member's account (an "Account") is not intended to imply the Member's representation of any commercial entity, corporation, or other business organization.

### **Membership Fees**

The Services are made available for a fee, and you will be required to select a payment plan and provide us information regarding your credit card or other payment instrument acceptable to us. You represent and warrant that such information is true, that you are authorized to use the payment instrument, and that you are 21 years old or older. You agree to pay to us the applicable fees and taxes associated with your Account. You also agree to the billing frequency stated at the time of your order. If payment is not received by us from your credit or debit card issuer or its agents, you agree to pay all amounts due upon demand by us. If you dispute any charges you must let us know within sixty (60) days after the date that we charge you. We reserve the right to change prices and fees at any time. Your continued use of the Website and/or the Services after the price change becomes effective constitutes your agreement to pay the changed amount when a charge is next imposed on you.

**Automatic Renewal Program:** Your initial Account membership fee will be established at the rate shown at time of order (which may be a free trial). If your Account membership was established under an automatic renewal program, after the initial membership period, we



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will automatically renew your membership for a new one-year term as described at the time you accepted the offer, charged to the payment mechanism you authorized at the time of your offer acceptance (which may be a credit or debit card, or third party payment device such as PayPal) until you tell us to stop. If your credit card expires or your payment method is otherwise invalid, your Account will not automatically be terminated. You will remain responsible for all charges. Each year we will send you a reminder notice with the rate for the next term and instructions on how to cancel, which you may do at any time by contacting customer service or logging into your Account. We will notify you in advance if the regular rate of a product changes from what was stated at the time of your order. You will have the opportunity to accept the new price or cancel your Account from that point forward. We reserve the right to suspend or terminate your Account for any reason, with or without notice and without further obligation.

Payments are nonrefundable and there are no refunds or credits for partially used periods. You may cancel an Account at any time, but if you cancel your Account before the end of the current period, we will not refund any fees already paid to us. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of Members ("Credits"). The amount and form of such Credits, and the decision to provide them, are at our sole and absolute discretion. The provision of Credits in one instance does not entitle you to Credits in the future for similar instances, nor does it obligate us to provide Credits in the future, under any circumstance. If we do not accept you as a member our sole obligation and liability will be to refund your membership fee to the extent said fee has been paid by you to us.

For all Accounts, if we are not able to charge your authorized payment mechanism for your renewal, we may attempt to charge you again before the end of your current billing term, update your Account information using information obtained from third parties, such as your credit card company, or if such efforts are not successful, we may bill you directly using your contact and Account information. You agree to keep all of your contact and Account information current and accurate and notify us immediately if such information changes at any time. You authorize us to maintain your Account billing information to charge your Account as described above until you cancel.

### **Registered Member Account, Password and Security**

As part of the registration process you will create login credentials by providing an email address and phone number to allow for multi-factor authentication and selecting a password. You also have to give us certain registration information, all of which must be accurate and updated. You agree to provide true, accurate and complete information during the registration process and/or to promptly update your account information with any changes as they occur. Only one person may use the username and password associated with an account. You agree not to impersonate any person or company or use a name that you are not authorized to use. You must keep your login credentials strictly confidential, you may not allow anyone to use your registration, and you may not access the Website using any other person's login credentials. We reserve the right to suspend and/or terminate your access at any time in our sole discretion. We shall not be responsible for losses incurred as the result of a Member's misuse of email addresses, passwords or their registration. If you are under 21



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years old, you are not authorized to use the Services.

### **Member Content**

Certain features of the Services may permit Members to upload and post content to the Website, including text, photographs, audio files, graphics, videos and any other works subject to protection under the laws of the United States or any other jurisdiction, including, copyright, trademark, trade secret and patent laws (“Member Content”). We do not guarantee the accuracy, integrity, appropriateness, availability or quality of any Member Content, and under no circumstances will we be liable in any way for any Member Content. Member Content is not advice created or provided by us and does not constitute a recommendation to buy, sell, or hold any security or securities. We do not monitor, supervise or endorse any Member Content.

We offer you and other Members the ability to submit Member Content to or transmit through the Services. We do not pre-screen any Member Content, but reserve the right to remove, disallow, block or delete any Member Content in our sole discretion. We reserve the right to disable the ability to upload and post Member Content for specific Members in our sole discretion. Any Member Content deemed to be misleading, an attempt to cause movement in a stock price, or a general falsehood regarding a security or the markets at large may lead to a restriction, closure or a potential escalation to enforcement authorities depending on the severity of the case. In addition, we have the right—but not the obligation—in our sole discretion to remove, disallow, block or delete any Member Content (i) that we consider to violate these Terms & Conditions or applicable law or to otherwise constitute objectionable; or (ii) in response to complaints from third parties, with or without notice. Without limiting the preceding sentences of this Section, we also have the right—but not the obligation—to take remedial action in connection with any objectionable Member Content posted on the Service.

You retain ownership of any rights you may have in your Member Content and submitting your Member Content to the Website does not transfer ownership of your rights. You hereby grant us an unrestricted, assignable, sublicensable, irrevocable, royalty-free license throughout the world to reproduce, distribute, publicly display, communicate to the public, publicly perform (including by means of digital audio transmissions and on a through-to-the-audience basis), make available, create derivative works from, retransmit, and otherwise exploit and use all or any part of all Member Content you post to or through the Website by any means and through any media and formats now known or hereafter developed.

You must not post any Member Content on or through the Service or transmit to us any Member Content that you consider to be illegal, confidential or proprietary. Any Member Content posted by you to or through the Website or transmitted to us will be considered non-confidential and non-proprietary, and treated as such, and may be used by us in accordance with these Terms & Conditions without notice to you and without any liability to us. You must not post any Member Content to the Website if you are not the owner of or are not fully authorized to grant rights in all of the elements of the Member Content you intend to post to the Website. You represent and warrant that: (i) you own the Member Content posted by you on or through the Website or otherwise have the right to grant the licenses set



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forth in these Terms & Conditions; (ii) the posting and use of your Member Content on or through the Website does not infringe any privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any person, or third party including, the rights of any person visible in any of your Member Content; (iii) the posting of your Member Content on the Website will not require us to obtain any further licenses from or pay any royalties, fees, compensation or other amounts or provide any attribution to any third parties; and (iv) the posting of your Member Content on the Website does not result in a breach of contract between you and a third party. You agree to pay all monies owing to any person or company as a result of posting your Member Content on the Website.

### **Prohibited Use**

Unless otherwise specifically indicated in these Terms & Conditions or on the Website, any commercial or promotional distribution, publishing, or exploitation of the Website, or any content, code, data, or materials on the Website, is strictly prohibited unless you have received the express prior written permission from our authorized personnel or the otherwise applicable rights holder. Other than as expressly allowed herein or on the Website, you may not download, post, display, publish, copy, reproduce, distribute, transmit, modify, perform, broadcast, transfer, create derivative works from, sell or otherwise exploit any content, code, data, or materials on or available through the Website; however, you are hereby authorized to download and/or print copies of information related to your use of the

Services for your own personal records and to meet the requirements of any accounting obligations. You further agree that you may not alter, edit, delete, remove, otherwise change the meaning or appearance of, or repurpose, any of the content, code, data, or other materials on or available through the Website, including, without limitation, the alteration or removal of any trademarks, trade names, logos, service marks, or any other proprietary content or proprietary rights notices. You acknowledge that you do not acquire any ownership rights by downloading or otherwise using any copyrighted material from or through the Website. If you make other use of the Website, or the content, code, data, or materials thereon or available through the Website, except as otherwise provided above, you may violate copyright and other laws of the United States, other countries, as well as applicable state laws and may be subject to liability for such unauthorized use. You shall not use the Website or the Services in violation of any applicable law. You further agree that you shall not attempt (or encourage or support anyone else's attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with the Website or the Services, or any content thereof, or make any unauthorized use thereof. You agree that you shall not use the Website in any manner that could interfere with any other party's use and enjoyment of the Website or

the Services. You shall not obtain or attempt to obtain any materials or information through any means not intentionally made publicly available or provided for through the Website.

### **Community Guidelines**

You warrant and agree that, while using the Website and the Services, you shall not: (i) impersonate any person or entity or misrepresent your affiliation with any other person or entity; (ii) insert your own or a third party's trademarks, advertising, branding or other



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promotional content into any of the Website's content or materials or Services, or, except as otherwise specifically authorized in these Terms & Conditions or on the Website use, redistribute, republish, or exploit such content or service for any further commercial or promotional purposes; (iii) attempt to gain unauthorized access to other computer systems through the Website; (iv) engage in spidering, screen scraping, database scraping, harvesting of email addresses, wireless addresses, or other contact or personal information, or any other automatic means of obtaining lists of users or other information from or through the Website or the Services, including without limitation any information residing on any server or database connected to the Website or the Services; (v) obtain or attempt to obtain unauthorized access to computer systems, materials, or information through any means; (vi) use the Website or the Services in any manner that could interrupt, damage, disable, overburden, or impair the Website or such services, including, without limitation, sending mass unsolicited messages or "flooding" servers with requests; (vii) use the Website or the Services in violation of our or any third party's intellectual property or other proprietary or legal rights; (viii) rent, lease, loan, trade, sell/resell or otherwise monetize the Website or Services or related data or access to the same; or (ix) use the Website or the Services in violation of any applicable law. You further agree that you shall not attempt (or encourage or support anyone else's attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with the Website or the Services, or any content thereof, or make any unauthorized use thereof. You agree that you shall not use the Website in any manner that could interfere with any other party's use and enjoyment of the Website or the Services. You shall not obtain or attempt to obtain any materials or information through any means not intentionally made publicly available or provided for through the Website. We reserve the right to investigate and take appropriate legal action against anyone who, in our sole discretion, violates these Terms & Conditions, including without limitation, removing the offending content from our Website Services, suspending or terminating the Account of such violators, and reporting such violators to the law enforcement authorities.

### **Confidential Information**

In using the Services, you will have access to confidential information that may include, but is not limited to the names, business and financial information, business plans, operating agreements, investment memorandums, and customer names of Meetperry and its affiliates' clients (collectively, "Confidential Information"). You agree to maintain and safeguard vigilantly the privacy and security of all Confidential Information. Without limiting the foregoing, you agree to undertake all necessary measures to ensure the privacy and security of all Confidential Information including without limitation: (i) to use the Confidential Information only for the purpose for which such Confidential Information was made available to you as a part of the Services (the "Permitted Purpose") and for no other purpose whatsoever; (ii) not to access, use or disclose any Confidential Information that you have no legitimate authorization to access, use or disclose; (iii) not to access the Services or any Confidential Information for any other individual (except to the extent fully disclosed by you to us) or any unauthorized third party; (iv) not to disclose Confidential Information to any third-party except to your attorneys and financial advisors who need to know such information to assist you to carry out the Permitted Purpose (the "Representatives"); (v) to restrict physical and system access to the equipment which contains Confidential Information or which gives access to the Confidential Information (such as by diligently locking and



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monitoring office premises and requiring password verification to gain access to desktop computers); and (vi) to use Confidential Information in compliance with all applicable laws. You shall immediately notify, and cooperate fully with us in the event you discover or suspect any unauthorized use of or access to the Services and/or Confidential Information. You hereby agree that you shall be responsible hereunder for any breach or threatened breach by the Representatives of the obligations set forth in this section as if such breach or threatened breach was committed by you. You acknowledge and further agree that all obligations relating to Confidential Information under this User Agreement will continue after termination of this User Agreement and termination of access rights hereunder.

### **Linking to the Website**

Unless otherwise specifically indicated in these Terms & Conditions or on the Website, you agree that (i) you are not permitted to link directly to any image or video hosted on the Website or the Services, such as using an "in-line" linking method to cause the image or video hosted by us to be displayed on another website, and (ii) you agree not to download or use images or videos hosted on this Website on another website for any purpose including, without limitation, posting such images or video on another website. You agree not to link from any other website to this Website in any manner such that the Website, or any page of the Website, is "framed," surrounded, or obfuscated by any third party content, materials or branding. We reserve all of our rights under the law to insist that any link to the Website be discontinued, and to revoke your right to link to the Website from any other website at any time upon written notice to you.

### **Links to Third Party Websites**

You may be able to link from the Website to third party websites, and third party websites may link to the Website (collectively "Linked Sites"). You acknowledge and agree that we have no responsibility for the information, content, products, services, advertising, code, or other materials which may or may not be provided by or through Linked Sites, even if they are owned or run by our affiliates or portfolio companies. Links to Linked Sites do not constitute our endorsement, sponsorship, or recommendation of such websites or the information, content, products, services, advertising, code, or other materials presented on or through such websites. Meetperry disclaims any liability for links (i) from another website to this Website, and (ii) to another website from this Website. Meetperry cannot guarantee the standards of any website to which links are provided on this Website, nor shall we be held responsible for the contents of such websites, or any subsequent links. We do not represent or warrant that the contents of any third party website are accurate, compliant with state or federal law, or compliant with copyright or other intellectual property laws. We are not responsible for any form of transmission received from any linked website. Any reliance on the contents of a third party website is done at your own risk and you assume all responsibilities and consequences resulting from such reliance.

### **No Solicitation or Investment Advice**

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### **Responsibility to Comply With Securities Laws**

All information provided in the Service pertaining to the securities laws is for informational purposes only and is not to be relied upon by Members as legal advice. All Members represent and warrant that they have consulted with, and will continue to consult with, legal counsel prior to and during use of the Service or any features thereof.

You agree not to access or use the Services in an unlawful way or for an unlawful or illegitimate purpose, including without limitation any violation of the antifraud or registration provisions of the securities laws of the U.S. or any state therefore.

### **Privacy Policy**

Our personal information collection, storage, and use policies with respect to this Website are set forth in our Privacy Policy, which is incorporated herein by reference for all purposes.

Please review our Privacy Policy, which governs your use of the Website, to understand our practices regarding the information we collect about you through your use of the Website. The Privacy Policy is located at <https://meetperry.com/privacy.pdf>. By using the Website, you indicate that you understand and consent to the collection, use, and sharing of your information in accordance with the Privacy Policy.

### **Adjectives**

Any use of adjectives or superlatives included herein are a good faith opinion of the Meetperry including but not limited to language such as “exhaustive,” “superior,” or “enhanced,” and should not be construed as material statements of fact. Further, others may not agree with the opinions of the Meetperry.

### **Indemnification**

You agree to defend, indemnify and hold harmless Meetperry and its respective directors, members, officers, employees, agents, suppliers, service providers, and vendors against any losses, damages, claims, liabilities and costs (including reasonable attorneys’ fees) to the extent resulting from or arising out of any unauthorized or otherwise inappropriate use of any of the content or information on the Website or the Services, in whole or in part.





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## DISCLAIMER OF WARRANTIES

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WE RESERVE THE RIGHT TO CHANGE OR MAKE CORRECTIONS TO ANY OF THE INFORMATION PROVIDED ON THE WEBSITE AT ANY TIME AND WITHOUT ANY PRIOR WARNING. WE NEITHER ENDORSE NOR ARE RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE OR STATEMENT ON THE WEBSITE. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION, OPINION, ADVICE OR OTHER CONTENT AVAILABLE THROUGH THE WEBSITE. PLEASE SEEK THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY SPECIFIC INFORMATION, OPINION, ADVICE OR OTHER CONTENT, INCLUDING BUT NOT LIMITED TO FINANCE, TAX, INVESTMENT, LEGAL, OR OTHER CONTENT.

WITHOUT LIMITATION OF THE ABOVE IN THIS SECTION, WE AND OUR AFFILIATES, SUPPLIERS AND LICENSORS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING ANY PRODUCTS OR SERVICES ORDERED OR PROVIDED VIA THE WEBSITE, AND HEREBY DISCLAIM, AND YOU HEREBY WAIVE, ANY AND ALL WARRANTIES AND REPRESENTATIONS MADE IN PRODUCT OR SERVICES LITERATURE, FREQUENTLY ASKED QUESTIONS DOCUMENTS AND OTHERWISE ON THE WEBSITE OR IN CORRESPONDENCE WITH US OR OUR AGENTS. ANY PRODUCTS AND SERVICES ORDERED OR PROVIDED VIA THE WEBSITE ARE PROVIDED BY US "AS IS," EXCEPT TO THE EXTENT, IF AT ALL, OTHERWISE SET FORTH IN A LICENSE OR SALE AGREEMENT SEPARATELY ENTERED INTO IN WRITING BETWEEN YOU AND US OR OUR LICENSOR OR SUPPLIER.

## LIMITATION OF LIABILITY

IN NO EVENT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL WE, OUR AFFILIATES, OR ANY OF OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONTENT OR SERVICE PROVIDERS



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(COLLECTIVELY, THE "PROTECTED ENTITIES") BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO, THE USE OF, OR THE INABILITY TO USE, THE WEBSITE OR THE CONTENT, FEATURES, MATERIALS AND FUNCTIONS RELATED THERETO, YOUR PROVISION OF INFORMATION VIA THE WEBSITE, LOST BUSINESS OR LOST SALES, EVEN IF SUCH PROTECTED ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN MEMBERS. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF THE PROTECTED ENTITIES TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM THE TERMS & CONDITIONS OR YOUR USE OF THE WEBSITE EXCEED, IN THE AGGREGATE, THE AMOUNT, IF ANY, PAID BY YOU TO US FOR YOUR USE OF THE WEBSITE.

### **Applicable Laws**

We do not represent that materials on the Website are appropriate or available for use in countries other than the United States. Persons who choose to access the Website from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable. Those who choose to access this Website outside the United States do so on their own initiative and are responsible for compliance with all local laws and regulations.

### **Governing Law**

The Terms & Conditions, and the relationship between you and us, shall be governed by the laws of the state of New York, without regard to its conflicts of laws provision. Except as otherwise agreed in writing by us, you agree that any cause of action that may arise under the Terms & Conditions shall be commenced and be heard in the appropriate courts located in New York, New York. Our failure to exercise or enforce any right or provision of the Terms & Conditions shall not constitute a waiver of such right or provision. If any provision of the Terms & Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms & Conditions remain in full force and effect.

### **Changes to these Terms & Conditions**

These Terms & Conditions set forth the entire agreement between you and us with respect to the subject matter hereof and supersede all prior agreements relating to such subject matter. We reserve the right, at our sole discretion, to change, modify, add or remove any portion of the Terms & Conditions, in whole or in part, at any time. Changes in the Terms & Conditions will be effective when posted. The revised Terms & Conditions will be posted on the appropriate portion(s) of our Website and will indicate at the bottom when it was most recently updated. In the event any provision of these Terms & Conditions is determined to be invalid or unenforceable, such provision shall be deemed severed from the remainder of these Terms & Conditions and replaced with a valid and enforceable provision as similar in intent as reasonably possible to the provision so severed, and shall not cause the invalidity or



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unenforceability of the remainder of these Terms & Conditions. Your continued use of the Website and/or the Services made available on or through the Website after any changes to the Terms & Conditions are posted will be considered acceptance of those changes.

#### **How to Contact Us**

If you have any questions or concerns about these Terms & Conditions or its implementation, please contact us at [membership@meetperry.com](mailto:membership@meetperry.com).

These Terms & Conditions were last updated on April 3, 2024.