

AeQuitas Invest Terms of Use & Conditions

Updated: May 1, 2026

This website (the “Site,” “Platform”) is owned and operated by AeQuitas Invest, Inc. (“AQi,” “we,” “our,” or “us”). Our mission is to connect entrepreneurs (“Founders,” “Issuers”) with people who may be able to provide financing and support to those entrepreneurs (“Investors”). We also provide supplementary materials that educate both Founders and Investors about entrepreneurship, the process, benefits, and perils of investing in startup companies, and “crowdfunding” — the funding of a project or venture by raising small amounts of money from a large number of people. The Services, content, or features that may be offered from time to time by AQi in connection with the Site and/or AQi’s business are collectively referred to as the “Service.”

AQi provides access to the Site and related tools to users (“you” or “User”) under the terms outlined in this Terms of Use (“TOU”), which incorporates our Privacy Policy and any other policies posted on the Site. These terms govern your access to and use of the Site, including your interactions with investment opportunities that are facilitated by AQi as the Reg CF intermediary.

1. Acceptance of the Terms of Use; Changes

By accessing the Site and/or using the Services, you agree to be bound by all of the provisions of the Terms of Use (the “TOU”). IF YOU DO NOT ACCEPT AND AGREE TO ALL OF THE PROVISIONS OF THE TOU, OR IF YOU ARE NOT ELIGIBLE, YOU ARE NOT AUTHORIZED TO ACCESS THE SITE OR USE THE SERVICES.

This TOU provides that all disputes between you and AQi will be resolved by BINDING ARBITRATION. YOU AGREE TO WAIVE YOUR RIGHT TO GO TO COURT to assert or defend your rights under this TOU, except for matters that may asserted in small claims court. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury, and your claims cannot be brought as a class action. Please review Section 15.3 (“Dispute Resolution”) for the details regarding your agreement to arbitrate any disputes with AQi.

As used in the TOU, the terms “you” and “your” mean each individual or entity that accesses, browses or uses the Site and/or the Services in any manner. If you are accessing the Site and/or using the Services on behalf of an entity, you represent and

warrant to AQi that you have the authority to bind the entity you represent to the TOU. Your agreement to this TOU will be treated as the agreement of the entity you represent.

AQi may modify the TOU or add or remove terms at any time, and each such modification, addition or deletion will be effective immediately upon posting on the Site. Your use of the Site or the Services following any such posted modification, addition or deletion constitutes your agreement to be bound by and your acceptance of the TOU as so modified. It is therefore important that you review the TOU regularly. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THE TERMS OF THE MODIFIED TOU, YOU ARE NOT AUTHORIZED TO ACCESS THE SITE AND/OR USE THE SERVICES, AND YOU MUST IMMEDIATELY DISCONTINUE DOING SO.

2. Privacy Policy; Additional Terms

Use of the Site and the Services is subject to the AQi Privacy Policy (the "Privacy Policy"). The terms of the Privacy Policy are incorporated into this TOU by this reference. (To view the Privacy Policy, [click here](#).)

Your access to and/or use of certain portions of the Site and certain Services may require you to accept terms and conditions applicable to such Services which are in addition to the terms of these Terms of Use and will be presented to you for your acceptance when you sign up for such Services (the "Additional Terms"). For Investors, "Additional Terms" may include the Investor User Agreement and offering-specific documentation. For Founders and Issuers, "Additional Terms" may include the Issuer User Agreement and offering-specific documentation. These Terms of Use, the Privacy Policy, and the Additional Terms (collectively, the "User Agreements") set forth the terms and conditions that apply to your use of the Site and the Services. To the extent there is any conflict between these Terms of Use and any Additional Terms, the Additional Terms will prevail.

3. Account Registration and Eligibility

Some portions of the AQi Site are publicly accessible and may be downloaded without registration. However, to access offering materials, submit investment applications, post comments, or engage with platform tools, you must first create an account ("Account").

This Site is intended solely for individuals who are 18 years of age or older and who are legally able to enter into binding contracts. By registering for an Account, you represent and warrant that:

- You are at least 18 years old;
- All registration information you provide is accurate, current, and complete;

- You are using the Site in a personal capacity or, if applicable, as an authorized representative of a legally formed entity.

You are solely responsible for maintaining the confidentiality of your Account credentials. Your email address will serve as your username, and you will be prompted to create a secure password. You agree not to share your login credentials or allow others to access your Account. You must notify AQi immediately at Contact@aequitasinvest.com of any unauthorized use or suspected security breach. You are solely responsible for all activity that occurs under your Account, whether authorized by you or not.

You do not have the right to transfer your Account to any individual or entity. AQi reserves the sole right to remove or reclaim your Account if AQi determines, in its sole discretion, that such action is appropriate under the circumstances. You agree that you will not create an Account for any individual other than yourself (or, if applicable, the entity you represent). As a Registered User, you agree that AQi may electronically provide you (via email or postings or links on the Site) with invoices, documents, notices and other communications regarding the Site, the Services and/or your use thereof, as well as special offers, promotions, commercial advertisements, marketing materials, etc. You agree that AQi may send the foregoing communications to you via your Account or any email address(es) which you provide to AQi as part of your Account registration or otherwise.

All Accounts on the Site are entirely self-directed. This means you are solely responsible for evaluating and making investment decisions. AQi does not provide investment advice, legal counsel, tax guidance, or recommendations of any kind. While the Site may present data or content related to investment opportunities, you acknowledge that:

- Any reliance on such information is at your own risk;
- You are solely responsible for conducting your own due diligence;
- Investments in private securities involve significant risks, including illiquidity, loss of capital, and dilution.

The Site permits authorized Users to invest online. However, the following are expressly prohibited:

- Using the Site if you are under 18 or otherwise unable to form a binding contract;
- Misrepresenting your identity or eligibility;
- Accessing or attempting to access the Site from jurisdictions where its use is prohibited by law;

- Posting false, misleading, defamatory, or otherwise harmful content;
- Harvesting or collecting other Users' personal information.

AQi may suspend or terminate your Account or access to the Site at any time, with or without notice, if it determines, in its sole discretion, that you have violated these TOU or applicable laws. We also reserve the right to update our eligibility criteria at any time and to decline service to any person or entity.

4. Platform Role and Regulatory Status; No Advice

AQi is a funding portal registered with the U.S. Securities and Exchange Commission ("SEC") and a member of the Financial Industry Regulatory Authority ("FINRA"). As such, access to certain investment opportunities and materials is subject to additional regulatory requirements. You may be required to complete specific educational disclosures and Investor affirmations in accordance with Regulation Crowdfunding (Reg CF), including Rule 302(b), prior to viewing or participating in any offering.

AQi is not a broker-dealer. AQi does not provide investment advice, recommendations, solicitations, or endorsements. AQi serves solely as the Reg CF funding portal intermediary of record for offerings hosted on this platform.

5. Regulation Crowdfunding (Reg CF) Disclosures and Risks

5.1 Investor limits; ability to bear loss. Anyone can invest in offerings under Reg CF, but investment limits may apply based on net worth and annual income. Investment opportunities on the Site are intended only for Investors who are able to bear the potential loss of the entire amount of their investment.

5.2 Issuer responsibility; no government approval. All securities listed are being offered by, and all information included on the Site is the responsibility of, the applicable Issuer of such securities. AQi has not taken steps to verify the adequacy, accuracy, or completeness of information provided by Issuers. No governmental agency has reviewed the offerings posted on this Site, and no state or federal agency has passed upon the adequacy of the disclosure or the fairness of the terms of any offering. Any representation to the contrary is a criminal offense.

5.3 Illiquidity; resale restrictions. Securities sold through the Site are not publicly traded and are typically illiquid. Securities are subject to restrictions on resale or transfer, including holding period requirements. Investors should not assume they will be able to resell their securities, and may need to hold their investment for an indefinite period of time.

6. Fees; Compensation to AQi; Taxes

AQi receives success-based compensation from Issuers in connection with offerings hosted on the Site. This compensation is paid by the Issuer and is disclosed in the relevant offering documents (including Form C), as required under Regulation Crowdfunding.

AQi may charge fees for use of the Site or specific Services and may change the fees it charges from time to time. Before you pay any fees, you will have an opportunity to review and accept the applicable fees. All fees are in U.S. dollars and are non-refundable unless otherwise required by law. You are responsible for all applicable taxes arising from your use of the Site and Services. Fees specific to Issuers and Investors are described in the applicable User Agreements (including the Issuer User Agreement and Investor User Agreement) and offering-specific documentation.

7. User Content, Conduct, and Site Guidelines

You are prohibited from posting or transmitting any content through the Site that is fraudulent, offensive, unlawful, threatening, libelous, defamatory, obscene, pornographic, profane, inflammatory, or otherwise violates any applicable law or regulation.

AQi reserves the right to investigate and take legal action against any User who violates these guidelines, including cooperating with law enforcement or regulatory agencies as required by law. Use of the Site is void where prohibited, and your access may be suspended or terminated for any violation of these Terms of Use or applicable law.

Please be aware that AQi will fully cooperate with any law enforcement authorities validly issued court orders and subpoenas requesting or directing AQi to disclose the identity of anyone posting any information or materials on the Site who is alleged to have engaged in violative conduct and assumes no obligation to give you prior notice of such disclosure.

Additionally, the following conduct in connection with the use of the Site is strictly prohibited:

- Posting, uploading, or transmitting any content that infringes upon the privacy, publicity, patent, trademark, trade secret, copyright, or contract rights of any party;
- Posting or engaging in any conduct that is offensive, harmful, threatening, abusive, harassing, defamatory, libelous, obscene, or unlawful, including content that degrades, intimidates, promotes, or incites discrimination or violence based

on religion, gender, gender identity, sexual orientation, race, ethnicity, age, or disability;

- Uploading or sharing pornographic content or any material that sexually or violently exploits individuals (including depictions of nudity or links to adult websites) or in any way using the Site or the Services in connection with any adult entertainment or pornography business;
- Impersonating any person or entity, or submitting materials that are false, misleading, deceptive, or unlawfully attributed to others (including use of forged headers or spoofed identities);
- Uploading or distributing any material generated by AI or synthetic tools that misleads Users or simulates real individuals or organizations without clear disclosure;
- Copying, modifying, obscuring, or redistributing copyrighted materials or site content in violation of platform terms;
- Soliciting Users or posting commercial content or links without prior written authorization from AQi;
- Attempting to collect usernames, passwords, emails, or personal data from other Users or engaging in conduct that creates a privacy or security risk;
- Sending unauthorized promotional content, including spam, chain letters, phishing attempts, or mass unsolicited communications;
- Attempting to upload, install, or transmit malware, viruses, spyware, or other malicious code or software designed to disrupt, impair, or alter the functionality of the Site or its infrastructure;
- Circumventing or interfering with any security measures, encryption protocols, or authentication processes protecting the Site;
- Reverse engineering, disassembling, or attempting to extract the source code of any software used by the Site;
- Accessing or attempting to access the Site via unauthorized automated systems, bots, spiders, or harvesting tools;
- Using the Site's messaging or communication tools for unauthorized solicitation or outside-the-platform deal-making;
- Posting or encouraging illegal activity or providing instructions for engaging in unlawful conduct;

- Making any untrue statement of material fact or omitting material facts in violation of U.S. securities laws, including but not limited to Regulation Crowdfunding under the Securities Act;
- Engaging in any conduct that AQi, in its sole discretion, determines to be disruptive, abusive, or contrary to the spirit and purpose of the Site.

8. Communication Channel Guidelines (Reg CF)

Under Regulation Crowdfunding, offerings are required to include online communication channels that are publicly accessible and monitored for compliance. These channels are provided by AQi and constantly monitored by AQi.

These communication channels are intended solely to facilitate transparent dialogue between prospective Investors and the Issuer. Users may ask questions, comment on the offering, and engage in public discussion. **HOWEVER, YOU SHOULD BE AWARE THAT ALL COMMUNICATIONS MADE THROUGH THE CHANNEL ARE VIEWABLE BY THE PUBLIC AND ARE ARCHIVED TO MEET REGULATORY COMPLIANCE.**

Disclosures Required:

Any individual who posts on behalf of an Issuer must clearly disclose if they are:

- A Founder,
- An employee of the Issuer,
- Or compensated (directly or indirectly) to promote the offering.

Failure to disclose such affiliations may violate securities regulations.

Issuers are encouraged to participate in the channel but must do so in accordance with these guidelines and all applicable rules under Regulation Crowdfunding Rule 303(e).

The following types of content are not permitted and will be removed:

- SPAM or repetitive, off-topic posts.
- Direct or indirect promotion of securities offerings on other platforms. This includes comments that falsely appear to be independent but are intended to divert attention to another offering.
- Undisclosed AI-generated or automated comments promoting or discussing the offering.
- Profanity, slurs, hate speech, or offensive language directed at individuals or groups based on race, ethnicity, religion, gender, sexual orientation, age, ability, or national origin.

- Comments made by Users who are suspended or barred from the platform or who violate other platform terms.
- Attempts to collect personal data from Users or request off-platform contact (e.g., posting email addresses, phone numbers, or external links).
- Duplicate or copy-paste comments intended to flood or overwhelm the channel.
- Non-compliant Issuer comments, such as those that include forward-looking statements or financial projections not supported by offering documents.
- Statements that constitute or imply investment advice or recommendations.

Important Note:

All posts are visible to the public and may be reviewed by regulatory bodies. By using the communication channel, you agree to these terms and acknowledge that your participation may be recorded and retained for compliance purposes.

9. Communications; Electronic Delivery and Consent

You acknowledge and agree that:

- Communications sent electronically shall be deemed delivered when sent, not when received;
- Your use of electronic signatures to execute documents has the same legal effect as a handwritten signature;
- You have the ability to access and retain electronic records, and you accept responsibility for doing so;
- You agree to conduct business with AQi by electronic means to the fullest extent permitted by law.

You are responsible for maintaining the necessary hardware, software, and Internet access to receive and retain electronic Communications. This includes:

- A working email address;
- Access to a device with an up-to-date web browser;
- The ability to download, save, and/or print documents and disclosures for your records.

You agree to periodically review the Site for updates to these Terms and other policies. You further agree not to contest the validity or enforceability of this Agreement based on it being delivered or stored electronically.

Any information you transmit to the Site or to AQi, whether by uploading, posting, or otherwise (including but not limited to images, video, links, questions, suggestions, or feedback)—excluding Personally Identifiable Information as defined in our [Privacy Policy]—is deemed non-confidential and non-proprietary. AQi and its affiliates may use such information for lawful purposes consistent with our Privacy Policy.

10. Issuer Authorization; Limited Power of Attorney

To the extent you access or use the Site on behalf of an issuer, entrepreneur, or other entity conducting or proposing to conduct an offering on the Site (the “Issuer”), you represent and warrant that you are duly authorized to act for and bind the Issuer. The Issuer acknowledges and agrees that AQi may require a limited power of attorney or other written authorization so that AQi can submit, sign, and deliver offering-related legal documents on the Issuer’s behalf (including, as applicable, Form C and any amendments or supplements) in order to facilitate administration of the offering through the Site.

11. Regulation Crowdfunding Cancellation; Early Closing Policy (17 CFR § 227.304(b))

Investor commitments in a Regulation Crowdfunding offering may be canceled as provided under applicable law. Without limiting any rights provided by Regulation Crowdfunding, if an Issuer seeks to close an offering before the originally stated deadline, the offering may be closed early only if all of the following conditions are satisfied:

1. **Minimum target amount met.** The Issuer must have reached (or exceeded) the target / minimum offering amount; an offering may not be closed early below the minimum.
2. **Offering open at least 21 days.** The offering must have been open for at least 21 days.
3. **Advance notice to Investors.** AQi (as the intermediary) will provide notice of the new anticipated closing date to Investors and prospective Investors as required by law. The notice will disclose: (i) the new anticipated deadline; (ii) that Investors have the right to cancel their investment commitment for any reason until the applicable cutoff; and (iii) whether the Issuer will continue to accept investment commitments during the final 48 hours before the new closing date.
4. **Minimum 5 business-day notice period.** The early closing date must be at least

five (5) business days after the date notice is provided.

5. 48-hour reconfirmation. The Issuer must continue to meet the target / minimum offering amount as of forty-eight (48) hours before the early closing date, and Investors may cancel their commitments until forty-eight (48) hours before the early closing date.

Prohibited practices. An Issuer may not: (a) close an offering early without providing the required notice; (b) close an offering before it has been open for 21 days; (c) close an offering early below the minimum offering amount; (d) restrict or prevent Investor cancellations during any required cancellation window; or (e) close early in a manner intended to defeat or circumvent Investor cancellation rights.

Nothing in this section limits AQi's right to keep an offering open longer than anticipated, to suspend offering activities, or to take other actions required for compliance, Investor protection, or platform integrity, as permitted by law.

12. Intellectual Property; License to User Content

All content, graphics, design elements, logos, images, text, data, software, audio, video, and other materials (collectively, "Content") displayed on or accessible through the AQi website (the "Site") are either the property of AQi or used with appropriate authorization. Unless expressly permitted under these Terms of Use or otherwise stated on the Site, any use, reproduction, distribution, modification, or public display of Site Content by you or anyone acting on your behalf is strictly prohibited.

By submitting, uploading, or posting content to the Site (including text, images, comments, or other materials), you hereby grant AQi a royalty-free, non-exclusive, worldwide, perpetual license to use, copy, reformat, index, store, display, publish, modify, transmit, and distribute such content in connection with the operation, marketing, and enhancement of the Site or related services. This license includes the right to use such content for commercial purposes. You understand and agree that no compensation will be paid with respect to the use of any content you provide.

You represent and warrant that you own or otherwise control all necessary rights to any content you submit and that such content does not infringe or violate the intellectual property, proprietary, or privacy rights of any third party.

AQi makes no representations or warranties that your use of materials displayed on the Site will not infringe on the rights of third parties not owned or affiliated with AQi. You use all Site Content at your own risk.

All trademarks, service marks, trade names, logos, slogans, and other identifiers ("Trademarks") displayed on the Site are the property of AQi or their respective third-party owners. Nothing in these Terms or on the Site shall be construed as granting any

license or right to use any Trademark without the prior written permission of AQi or the relevant owner. Any unauthorized use, reproduction, or misappropriation of Trademarks or Site Content is strictly prohibited.

AQi reserves all rights not expressly granted in these Terms. We will vigorously enforce our intellectual property rights to the fullest extent permitted under applicable law.

13. Change or Termination

- Change, update, or correct content and information on the Site;
- Suspend or terminate your Account access for any reason, including (but not limited to) a violation of these Terms of Use;
- Cease offering the Site or any part of it temporarily or permanently.

You agree that AQi and its affiliates shall not be liable to you or any third party for any such modification, suspension, or discontinuance, regardless of the reason or timing.

Upon termination of your Account or access to the Site—whether initiated by you or by AQi—certain provisions of these Terms shall survive, including but not limited to:

- Intellectual property ownership and license rights;
- Disclaimers of warranties;
- Limitations of liability;
- Indemnification obligations; and
- Any other provisions that by their nature are intended to survive termination.

While AQi endeavors to provide accurate and current information, the Site may contain typographical errors or inaccuracies. Any dated information is published as of its original date only, and AQi assumes no obligation to update or amend such information unless required by applicable law or regulation.

14. Disclaimers; Limitation of Liability

Your use of the Site is at your sole risk. The Site and all content are provided “as is” and “as available,” without warranties of any kind, express or implied. To the fullest extent permitted by law, AQi disclaims all implied warranties, including merchantability, fitness for a particular purpose, non-infringement, and freedom from malware or harmful code.

To the fullest extent permitted by law, AQi and its affiliates will not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, or for any

loss of profits, goodwill, data, or other intangible losses arising out of or related to your access to or use of (or inability to access or use) the Site or Services, even if advised of the possibility of such damages. Some jurisdictions do not allow certain limitations; if those laws apply to you, some limitations may not apply.

15. U.S. Jurisdiction; Governing Law; Dispute Resolution

15.1 U.S. Persons. The platform is intended solely for U.S. Persons as defined in Rule 902(k) of Regulation S. By accessing the Site, you represent and warrant that you are a U.S. Person accessing from within the United States. Nothing on the Site constitutes an offer or solicitation where unlawful.

15.2 Governing law. These Terms are governed by the laws of the State of Delaware, without regard to conflict-of-law principles.

15.3 Dispute Resolution. Before initiating a formal proceeding, you agree to attempt informal resolution by providing written notice to AQi and allowing at least thirty (30) days to resolve. If not resolved: (a) platform or general disputes will be resolved through binding arbitration administered by the American Arbitration Association (AAA) in Delaware unless otherwise agreed; and (b) securities-related disputes will be resolved under FINRA Dispute Resolution rules, held in Delaware unless FINRA directs otherwise. You agree disputes will be resolved on an individual basis and waive class actions, and you waive the right to a jury trial to the fullest extent permitted by law. AQi may pursue court actions for injunctive or equitable relief, intellectual property claims, or allegations involving criminal activity.

16. Indemnification

- Your violation of these Terms of Use;
- Your use or misuse of the Site or any content therein;
- Any content submitted, posted, or transmitted by you through the Site (including but not limited to claims of defamation, invasion of privacy, or infringement of intellectual property rights); or
- Any infringement or violation by you, or anyone accessing the Site through your account, of the rights of any third party.

AQi reserves the right, at its sole discretion and expense, to assume the exclusive defense and control of any matter subject to indemnification by you. If requested, you agree to fully cooperate in the defense or settlement of any such matter.

Your indemnification obligations under this section will survive the termination of your Account, your access to the Site, and the termination of these Terms of Use, to the fullest extent permitted by law.

17. Digital Millennium Copyright Notice

In alignment with the Digital Millennium Copyright Act, 17 U.S.C. § 512(c) (“DMCA”), AQi’s Designated Agent can be contacted for notice of claims of copyright infringement using the information below:

Designated Agent for Claimed Infringement

AeQuitas Invest, Inc

Postal Address: PO BOX 4007, Omaha, NE 68104

E-mail address: amie@aequitasinvest.com

Any User on the Site who believes its copyright rights have been infringed on the Site should notify our Designated Agent immediately.

AQi reserves the right to remove materials identified for copyright infringement from the Site upon notification of copyright infringement. You acknowledge, accept, and agree that we have the right to remove materials identified for copyright infringement from the Site without any liability. AQi reserves the right, in its sole discretion, to terminate any accounts accused of copyright infringement. All claims of copyright infringement will be immediately referred to the United States Copyright Office.

18. Miscellaneous

No waiver is effective unless in writing and signed by an authorized representative of AQi. If any provision is held invalid or unenforceable, it will be enforced to the maximum extent permitted by law and the remaining provisions remain in effect. Except as expressly stated, these Terms do not confer rights on any third-party beneficiaries.