AeQuitas Invest Terms of Use & Conditions

Updated: October 14, 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 CONTAINS A PREDISPUTE ARBITRATION CLAUSE. Most disputes between you and AQi will be resolved by BINDING ARBITRATION rather than in court, and you are giving up the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed. Disputes between Investors and AQi may be arbitrated before FINRA Dispute Resolution Services. Please review Section 15.3 (“Dispute Resolution”) for the details regarding your agreement to arbitrate 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 from time to time. We will post the updated TOU on the Site with a new “Updated” date, and we will notify registered Users of material changes by email or through the Site before they take effect. Your use of the Site or the Services after a change takes effect constitutes your acceptance of the TOU as modified. It is therefore important that you review the TOU regularly. IF YOU DO NOT AGREE TO BE BOUND BY THE MODIFIED TOU, YOU MUST STOP ACCESSING THE SITE AND USING THE SERVICES.

2. Privacy Policy; Additional Terms

Use of the Site and the Services is subject to the AQi Privacy Policy (the "Privacy Policy"), which is available on the Site. The terms of the Privacy Policy are incorporated into this TOU by this reference.

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 without registration, including offering pages, issuer information, and communication channel discussions that Regulation Crowdfunding requires to be publicly available. However, to make an investment commitment, post comments in a communication channel, or use certain 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, disclosures,

notices, and other communications regarding your Account, your investments, the Site, and the Services. AQi will send you newsletters and other marketing communications only if you have opted in to receive them, and you may unsubscribe at any time as described in our Privacy Policy.

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"). Before you make an investment commitment, you will be required to review AQi's educational materials and to complete the acknowledgments and questionnaire required by Regulation Crowdfunding ("Reg CF"), including Rules 302(b) and 303(b).

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.

AQi does not hold, manage, possess, or otherwise handle Investor funds or securities. Investor funds are sent to a qualified third party, which holds them until the offering closes or the investment commitment is canceled, as required by Rule 303(e) of Reg CF.

As required by Reg CF, AQi must have a reasonable basis for believing that each Issuer complies with Reg CF, and AQi conducts background and securities enforcement

regulatory history checks on each Issuer and its officers, directors, and 20% owners. AQi will deny an Issuer access to the Platform, or cancel an offering, if it has a reasonable basis for believing that the Issuer or its offering presents the potential for fraud or otherwise raises concerns about investor protection.

5. Regulation Crowdfunding (Reg CF) Disclosures and Risks

5.1 Investment limits; ability to bear loss. Investors who are not accredited investors are subject to limits on the amount they may invest in all Reg CF offerings in any 12-month period, based on their annual income and net worth. Accredited investors are not subject to these limits. AQi may rely on the information you provide about your income, net worth, and other Reg CF investments to determine whether you are within your limit. 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. Other than the reviews and checks AQi is required to perform under Reg CF, AQi does not 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, generally for one year after purchase. 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.

5.4 Investment commitments and cancellation. Under Rule 304 of Reg CF:

- You may cancel an investment commitment for any reason until 48 hours before the offering deadline stated in the Issuer's offering materials. After that time, you may not cancel unless there is a material change to the offering.
- If there is a material change to the offering, you will be notified and must reconfirm your investment commitment within five business days. If you do not reconfirm, your commitment will be canceled and your funds returned.
- If the Issuer does not reach its target offering amount by the deadline, or the offering is canceled, all investment commitments will be canceled and your funds returned.
- An Issuer may close an offering early only as described in Section 11.

6. Fees; Compensation to AQi; Taxes

AQi is compensated by Issuers in connection with offerings hosted on the Site. Compensation may include a percentage of the amount raised, a flat fee, or a

combination of both, and AQi may also receive a financial interest in an Issuer, such as securities of the same class offered to Investors. All compensation paid to AQi, including any financial interest, 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 or 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, AQi must provide communication channels for each offering. Anyone may view the discussions in these channels, but only Users with an Account may post. These channels are provided and monitored by AQi. As a funding portal, AQi does not participate in these discussions other than to establish guidelines for communication and to remove abusive or potentially fraudulent communications.

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 person who posts in a communication channel must clearly and prominently disclose, with each posting, if they are:

- A Founder of the Issuer,
- An employee of the Issuer,
- Or compensated (directly or indirectly, in the past or in the future) 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, including Rule 303(c).

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.

Regulation Crowdfunding requires that offering documents and other communications be delivered electronically. You may withdraw your consent to electronic delivery at any time by contacting us at contact@aequitasinvest.com. Because AQi can provide its Services only electronically, withdrawing your consent will result in the closing of your Account. Withdrawing consent does not affect the validity of any communications delivered before your withdrawal.

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), other than personal information covered by our Privacy Policy, is deemed non-confidential and non-proprietary. AQi may use such information for lawful purposes consistent with our Privacy Policy.

10. Issuer Authorization; Filing Agent

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 written authorization so that AQi can act as the Issuer’s filing agent and submit offering-related 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. Form C and any amendments

must be signed by the Issuer and its officers and directors as required by Regulation Crowdfunding; AQi does not sign these documents on the Issuer's behalf.

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

Investor commitments in a Regulation Crowdfunding offering may be canceled as provided in Section 5.4 and 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 48 hours before the new deadline; 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. **Cancellation window and target at closing.** Investors may cancel their commitments until forty-eight (48) hours before the early closing date, and the Issuer must continue to meet or exceed the target / minimum offering amount at the time of the new 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

AQi reserves the right, at any time, to:

- 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 officers, directors, employees, and agents 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;
- The agreement to arbitrate in Section 15.3; 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 officers, directors, employees, and agents 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. Nothing in these Terms limits any rights you have under the federal securities laws.

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, except to the extent federal law, including the federal securities laws and the Federal Arbitration Act, applies.

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 the dispute.

THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY AGREEING TO THESE TERMS, THE PARTIES AGREE AS FOLLOWS:

(A) All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.

(B) Arbitration awards are generally final and binding; a party’s ability to have a court reverse or modify an arbitration award is very limited.

(C) The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.

(D) The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.

(E) The panel of arbitrators may include arbitrators who were or are affiliated with the securities industry.

(F) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.

(G) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

Arbitration agreement. If a dispute is not resolved informally, any controversy between you and AQi arising out of or relating to these Terms, the Site, the Services, or any investment made through the Site shall be resolved by binding arbitration as follows: (a) disputes between an Investor and AQi shall be arbitrated before FINRA Dispute Resolution Services in accordance with the FINRA Code of Arbitration Procedure, as applied to funding portals by FINRA Funding Portal Rule 1200, with the hearing location determined under FINRA's rules; and (b) all other disputes, including disputes with Issuers and visitors to the Site, shall be arbitrated before the American Arbitration Association under its applicable rules, with the hearing location determined under those rules. Nothing in this section limits any party's ability to file a claim in arbitration, or in court where the rules of the arbitration forum permit it, or limits the ability of the arbitrators to make any award. AQi may seek injunctive or other equitable relief in court to protect its intellectual property or to stop unlawful conduct.

Class actions. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action, or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action, until: (i) the class certification is denied; (ii) the class is decertified; or (iii) the person is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein. For disputes arbitrated before the American Arbitration Association, and to the extent permitted by law, claims will be resolved on an individual basis.

16. Indemnification

You agree to indemnify and hold harmless AQi from any claims arising from:

- 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 Act

AQi responds to notices of alleged copyright infringement in accordance with the Digital Millennium Copyright Act, 17 U.S.C. § 512 (“DMCA”). Notices of claimed copyright infringement should be sent to our Designated Agent:

Designated Agent: Amie Konwinski, COO/CCO
Company: Aequitas Invest Inc.
Address: P.O. Box 4007, Omaha, NE 68104
Phone: 402-881-9010
Email: contact@aequitasinvest.com

The requirements for a valid notice and counter-notification are described in our DMCA Policy, which is available on the Site. AQi may remove or disable access to material identified as infringing without liability to you, and will terminate, in appropriate circumstances, the Accounts of Users who are repeat infringers.

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.