

# EQUITY FOR HIRE'S TERMS AND CONDITIONS

*Last Updated: July 28, 2020*

## 1. OVERVIEW OF TERMS

This Terms and Conditions page (herein as “**Agreement**”) governs your use of the Equity For Hire Web Application (herein as the “**App**”). The App is made available by AURATIC Development, LLC (herein as “**AURATIC**” or “**we**” or “**us**” or “**our**”) which is an umbrella company to the App. The App is made available by AURATIC to nurture and help entrepreneurs grow their start-up business. The word “you” or “your” as used in this Agreement refers to any user of the App, whether as an entrepreneur, a partner, or a representative of an entity. The App is available to persons who are 18 years of age and above.

By using the App, you represent to AURATIC that you have read the whole terms and conditions in this Agreement and that you agree or consent to it. You also agree to the equity stake ownership described by AURATIC when you create any product profile on the App. If otherwise, you do not agree or consent to these terms and conditions; the only option available to you is to stay away from the App.

AURATIC, reserves the sole right, in our discretion to update, modify, review, change, or revise (collectively, “**Update**”) this Agreement, some App features, and our equity charges without liability. We will endeavor to notify you of any Update made to the App or this Agreement through your email address; however, we are not obligated to notify you of any Update. Any Update made to this Agreement shall commence by updating the date above, representing the date this Agreement was updated.

## 2. APP SERVICE DESCRIPTION

The App is an online App that contains information sufficient enough to nurture entrepreneurs while also growing their businesses and products. Certain parts of the App are free to all user; however, to enjoy the App in full, users must register and create both a business profile and product profile for each product. A user can create as many product profiles as possible for different types of product. In addition to the information provided by AURATIC, users have access to be matched with vetted partners for any product users creates a profile for.

## 3. FEES AND PAYMENTS

In return for the information and the partners matched to you by AURATIC through the App, AURATIC shall be entitled to a 6% Equity stake in every product profile created on the App, should you opt to purchase use of the full product rather than the sub-product, *Answers*. If such user partners with another user on a product profile, they shall both negotiate on the remaining 94% available to the user. For the avoidance of doubt, AURATIC shall charge a 6%

fee from each product's profile created on the App. The 6% fee shall be charged when: (i) a particular product profile gets funded; (ii) a particular product profile records a periodic sale; or (iii) the user decides to buyout their contract in the future. By using the App, you agree to the fees worth charged by AURATIC.

#### **4. USER REPRESENTATIONS AND WARRANTIES**

By using the App, you represent and warrant to AURATIC that;

- i. You own a business and that you are at least 18 years of age;
- ii. If you are a representative of an entity, you have the authority and permission to act on behalf of that entity;
- iii. The registration information you have submitted is true, accurate and that you will update it in the event of changes;
- iv. Only you will have access to your account and that your login details will be kept confidential;
- v. Your use of the App does not violate the law, rule, or policy of the location you reside;
- vi. Any content you post on the App including but not limited to texts, images, ideas, comments, suggestions, and other information (collectively, "**User Content**") does not infringe on any user or third party's copyright, intellectual property rights, patent rights, or trademark;
- vii. Your User Content will not be indecent, filthy, ridiculous, intimidating, or insulting to anyone, a race, country, group, or otherwise directed to any government;
- viii. Your User Content will not contain links or adverts that lead to materials, products, or services that compete with the App;
- ix. Your User Content does not contain materials that support crime or contain sexual, gender, racial, or wrongful comments;
- x. You are aware the App is for informational purposes only and should not be construed as a basis for making financial or investment decisions; and that
- xi. You have read and agreed to be bound by the terms and conditions contained in this Agreement.

#### **5. INTELLECTUAL PROPERTY RIGHTS**

The content available on the App, including but not limited to texts, graphics, articles, sounds, images, logos, databases, videos, buttons, and source codes (collectively, "**App Content**") and the service marks and trademarks ("**Marks**") are all owned by AURATIC and are subject to copyright and intellectual property rights under the laws of the United States, foreign laws, and international conventions. All the App Content, including our Marks and trade dress, may not be used in connection with a service or product in a way that is likely to cause confusion or violates this Agreement. The App Content may not be copied, imitated, or used (in whole or part) without getting a written permission from AURATIC.

The App Content is provided to you on an “as is” basis for your information and personal, non-commercial use only, and may not be copied, used, reproduced, transmitted, advertised, sold, licensed, or exploited for any other activities that conflict with the App without getting written consent from us.

## **6. APP USE LICENSE**

Subject to your use of the App, AURATIC grants you a revocable, non-transferable, limited right to install and use the App on your mobile phone, and you shall not: (a) reverse-engineer, decompile, decrypt or attempt to know the source code of the App; (b) attempt to modify, improve, enhance, translate, or make derivative work from the App; (c) violate any applicable law, rule or guideline regarding your use of the App; (d) attempt to alter, remove, or obscure any of our proprietary notice; (e) use the App to generate other forms of revenue apart from the model designed by AURATIC; and (f) use any of our proprietary information in the design, development, distribution, or licensing of any application, accessories, or devices for use with the App.

## **7. RESTRICTED USE**

You now agree that any User Content contributed by you through the App is deemed by us as non-proprietary and non-confidential, and we reserve the right to its unrestricted use and dissemination for any purpose whether commercial or personal without royalty paid to you. More information regarding any information you share through the App is available on our Privacy Policy page.

When you access the App, you shall not send from or to the App User Content:

- which you do not have consent to share;
- that is obscene, discriminatory, defamatory, pornographic, racist, in violation of users’ privacy or confidentiality, able to inconvenience others, promotes crime, or otherwise violates the laws of any location in which you are using the App;
- that is harmful, including without limitation, User Content containing Trojan horses, viruses, corrupted data, and other harmful data or software.

In like manner, you may not use the App for activities that do not align with it. You shall stay away from the following restricted activities;

- a. attempting to bypass any measures designed to prevent unauthorized access to the App;
- b. using any automated software such as bots to gather or extract information from the App or other users;
- c. threatening any employee or our agents who are engaged in making the App available to you;

- d. engaging in activities that constitute a crime to the App and this Agreement such as but not limited to creating a backdoor deal with a client without getting AURATIC's knowledge or approval, or otherwise taking clients off of the App in order to derive some personal gains;
- e. gathering information in order to send unsolicited messages to other users or to compete with the App; and
- f. transferring, assigning, or lending out your user account to a third party without our consent.

## **8. APP UP TIME**

AURATIC takes all reasonable measures to ensure the App stays available and accessible at all times. However, the App may sometimes go through maintenance, downtime, and breakdowns due to server or other technical problems beyond our reasonable control. Therefore, AURATIC will not be liable for any damages or loss caused by any unavailability of the App. If the App is unavailable due to maintenance practices, we will try to give prior notices to all users via the App interface.

## **9. INTERNATIONAL USE**

We do not warrant to you that the App Content and other information made available by us will be appropriate or legal in all the countries outside the United States. If you are accessing the App from locations outside the United States, you do so at your own risk. You will be responsible for complying with the laws of that location.

The App is developed and controlled in the State of California, United States. The App and any App Content provided by us, and any dispute that may arise from your use thereof shall be governed and construed by the laws of the State of California, and the relevant Federal laws of the United States.

## **10. DISCLAIMERS**

AURATIC ensures all partners referred to users via the App have gone through our background checks and are confirmed to be valid. However, AURATIC does not warrant to you that there will not be issues as to the partnership agreement between business owners and partners. Therefore, you release AURATIC, our affiliates, employees, shareholders, and stakeholders from any claim, dispute, or loss you may suffer from the business deal between you and another partner business through the App. You shall not hold us responsible for any loss or damages incurred from the information, nurturing, and tips provided to you by AURATIC.

The information provided by AURATIC through the App has been provided with the best efforts in order to ensure they are accurate at the time of inclusion; however, it may be possible that information, may from time-to-time, contain omissions or errors in which we apologize for and holds no liability. You are strictly advised to conduct further research on any

information or App Content provided by AURATIC before taking a financial or investment decision.

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, YOU NOW AGREE THAT YOUR USE OF THE AURATIC APP IS DONE AT YOUR SOLE RISK. THE APP IS PROVIDED TO YOU ON “AS IS” AND “AS AVAILABLE” BASIS. AURATIC HEREBY DISCLAIM ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PURPOSE, AND NON INFRINGEMENT. WE DO NOT WARRANT THAT THE APP CONTENT AND OTHER INFORMATION PROVIDED FOR YOUR BUSINESS NEEDS, OR ANY CONTENT FROM A THIRD PARTY IS ACCURATE OR SAFE. WE SHALL NOT BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES INCURRED FROM ERRORS OR OMISSIONS, YOUR USE OF THE APP, RELIANCE ON THE INFORMATION PROVIDED BY AURATIC, ANY DELAY OR FAILURE TO ACCESS THE APP, AND ANY PARTNERSHIP DEAL BETWEEN YOU AND ANOTHER BUSINESS.

#### **11. LIMITATION ON LIABILITY**

UNDER NO CIRCUMSTANCES SHALL AURATIC OR ANY OF OUR EMPLOYEES, SHAREHOLDERS, AFFILIATES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT OR INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE LOSS, DAMAGES, OR INJURIES INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE, GOODWILL, DATA, AND OTHER DAMAGES OR LOSSES INCURRED BY YOU WHICH OCCURRED AS A RESULT OF YOUR USE OF THE APP, EVEN IF AURATIC IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, OR INJURIES OCCURRING.

NOTWITHSTANDING THE FOREGOING, AURATIC’S LIABILITY FOR ANY DAMAGES OR LOSSES (IF FOUND LIABLE) SHALL NOT EXCEED THE 6% EQUITY OWNERSHIP STAKE IN THE PRODUCT CONCERNED.

SOME UNITED STATES LAW DO NOT PERMIT THE LIMITATION ON IMPLIED WARRANTIES OR THE LIMITATION OF SOME DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OF THE DISCLAIMERS OR LIMITATION OF LIABILITY MAY NOT BE RELEVANT TO YOU.

FOR CALIFORNIA RESIDENTS, YOU WAIVE CALIFORNIA CODE SECTION 1542 WHICH SAYS THAT: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF THEY KNEW, IT WOULD HAVE MATERIALLY AFFECTED THEIR SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

#### **12. INDEMNITY**

You now agree to indemnify and hold AURATIC, our shareholders, affiliates, employees, subsidiaries, and stakeholders harmless from and against any loss, damage, injury, claim, and demand (including reasonable attorney’s fees) made by a third party as a result of your User

Content, your use of the App, your breach of this Agreement or your representations hereunder.

Nonetheless, AURATIC reserves the right (at your expense) to assume the defense and control over any claim for which you are expected to indemnify us, and you consent to be cooperative with our defense in such claim. Claims that are subject to such indemnification will be reasonably communicated to you via any of your available contact information when we become aware of it.

### **13. APP MANAGEMENT**

AURATIC reserves the right but is not obligated to:

- a. Monitor the App for any violation of this Agreement;
- b. Conduct background checks on users so as to ascertain trust in our community;
- c. Take the proper legal action against any user, who in our discretion violates this Agreement, including without limitation, reporting such user to law enforcement agencies;
- d. Refuse any user's registration information or User Content if we believe it violates this Agreement and our Privacy Policy; and
- e. Run the App in a way that is designed to protect our property and rights and to facilitate the proper running of the App.

### **14. PRIVACY POLICY**

AURATIC cares about your privacy. We do not collect any Personal Information from you unless it is necessary to fulfill our obligations to you. To know about how we use, share, and secure the information you share with us, read the disclosures on our Privacy Policy page. By submitting information during your registration for the App, you are consenting to AURATIC's processing of your information as described in our Privacy Policy page.

### **15. TERM AND TERMINATION**

This Agreement shall remain in force and effect for as long as you use the App and your user account remains active. However, you may terminate your use of the App for any reason whatsoever by reaching out to AURATIC through our support email address at [support@equityforhire.com](mailto:support@equityforhire.com). Termination would be immediately granted after all pending dues in the form of ownership has been paid by you.

AURATIC, on the other hand, reserves the right and authority to terminate your user account and your use of the App including without limitation, for breach of your representations and warranties, this Agreement, or any applicable law. Termination will be followed by deleting your user profile and applicable product profile and denying you access to it. If we terminate

your use of the App, you shall not create a new profile under the same name, a different name, or a different IP Address.

In addition to terminating your use of the App, AURATIC reserves the right to take legal actions against you, including without limitation, pursuing criminal, civil, and injunctive relief.

## 16. DISPUTES

### A. Between Users

You understand that AURATIC is under no obligation to interfere in a dispute between you and another user of the App or a third party. Therefore, you release AURATIC and affiliates, employees, shareholders, and subsidiaries from any claim, dispute, damages, or demand which may arise out of such dispute.

### B. With AURATIC

- (i) **Governing Law; Jurisdiction:** This Agreement, the App, and our policies are governed by the laws of the State of California and the Federal laws of the United States without regards to conflict of laws and its principles. Any dispute arising out of this Agreement that is not resolved informally between parties (see Informal Resolution below) shall be resolved by binding arbitration (described below) in the United State Counties, State of California. ANY CLAIM YOU MAY HAVE REGARDING THIS AGREEMENT MUST BE MADE WITHIN 1 (ONE) YEAR IT OCCURRED.
- (ii) **Informal Resolution:** To save unnecessary wastage of fees in connection to claims or dispute, you agree to negotiate any claim or dispute with us for at least 15 (fifteen) days before initiating any court or arbitration process. You may commence an informal resolution process by forwarding your claim to us via any of our contact information.
- (iii) **Binding Arbitration:** For disputes or claims not informally resolved by you and AURATIC, they shall be settled by Binding Arbitration. Either you or AURATIC may elect to have it resolved by Binding Arbitration, and the decision shall be final and binding on the other party. The Arbitration shall commence and be conducted in accordance with the rules of the American Arbitration Association (“AAA”) which is available on their website at [www.adr.org](http://www.adr.org). The arbitrator shall be selected by mutual agreements of the parties. Either party may not challenge the jurisdiction of this arbitration. However, nothing in this Agreement shall prevent any of you or AURATIC from seeking injunctive relief from a competent court. You and AURATIC hereby agree that the resolution of disputes by arbitration shall be on an individual basis and not a representative, consolidated, or class action.

## **17. MISCELLANEOUS**

This Agreement represents the entire agreement between you and AURATIC with respect to your use of the App. Should AURATIC fail or delay to exercise any of the rights contemplated under this Agreement at one point in time, it does not serve as a waiver of that right at a later date. This Agreement shall operate to the fullest extent permitted by the applicable law. You shall, for no reason whatsoever, assign or transfer your user account and the rights granted herein to a third party without our consent. AURATIC, on the other hand, may assign our rights to a service provider under this Agreement. AURATIC shall not be liable for any damage caused by a delay or failure of the App to run which may be as a result of circumstances beyond our reasonable control, including but not limited to server and internet breakdown, severe weather conditions, government intervention, and acts of God. If any provision of this Agreement is found to be invalid or unenforceable, it shall not prevent the other provisions from becoming valid or enforceable. Your use of the App does not create a partnership, joint venture, or agency relationship between you and AURATIC. You now waive all defenses you may have based on the electronic form of this Agreement and the lack of signing by the parties hereto to execute this Agreement.

## **18. CONTACT INFORMATION**

For inquiries, questions, suggestions, requests, ideas, feedback, or concerns regarding this Agreement, our policies, or the App, please, reach out to AURATIC through the contact information below:

Auratic Development, LLC  
Torrance, CA  
[support@equityforhire.com](mailto:support@equityforhire.com)



