

# Viscogliosi Brothers Co-Investor Network Terms of Service

*Effective: February 1, 2021*

Welcome to Viscogliosi Brothers Co-Investor Network, LLC (“VBIN”), which owns and hosts a full-service online platform at [vbcoinvestornetwork.com](http://vbcoinvestornetwork.com) (“Platform” or “the Platform”) through which each of VBIN and its affiliates, including VB Asset Management, LLC and VISCOGLIOSI & COMPANY, LLC, connect Platform subscribers with various investment opportunities. VBIN, VB Asset Management, LLC and VISCOGLIOSI & COMPANY, LLC are each referred to herein as a “Sponsor” and are collectively referred to herein as the “Sponsors”. These Terms of Service (this “Agreement”) is a separate contract between you and each of the Sponsors which you form a relationship and governs your use of the Platform and certain Sponsor services (the “Services”). When you use the Platform, you agree to and accept all of the terms and conditions in, and linked to, this Agreement, including the Platform [Privacy Policy](#) and [Cookie Policy](#).

## **The Platform and Your Account**

About VBIN. VBIN manages the “Platform” through which each of the Sponsors facilitates investment in various businesses, including startups. Businesses list their investment opportunities on the Platform or websites to which the Platform links, and the Sponsors enable investors to invest in securities of these businesses, facilitate payment for them, and help you track your investment transaction history.

Eligibility. To be eligible to access the Platform or use Services, you must be at least 18 years old. Each investment product and service referenced on the Platform is intended to be made available only to investors, corporations, or other legal entities and is only available in jurisdictions where that investment product or service may lawfully be made available. You agree that you have all requisite authority to enter into and use the Services contemplated by this Agreement. The Platform shall not be considered a solicitation for or offering of any security, investment product, or service to any person, corporation, or other entity.

About Your Accounts. In order to access certain features of or to post content on the Platform, you must register to create an Account with VBIN and, if different, the applicable Sponsor (each, an “Account”). You must complete the registration process by providing current, complete and accurate information. You will also choose a password. By creating an Account, you represent that you are an accredited investor.

Your Information. You represent that the information you provide during the registration process is current, accurate, truthful, and complete, and you will regularly update this information to maintain its completeness and accuracy. You are responsible for maintaining the confidentiality of any Account information that you use to access any feature on the Platform, and also for logging off of your Account and any protected areas of the Platform. Further, you are fully responsible for all activities occurring under your Accounts that result from your failure to use or maintain appropriate security measures. If you become aware of any suspicious or unauthorized

conduct concerning any Account, you agree to contact VBIN immediately. No Sponsor will be liable for any loss or damage arising from your failure to promptly notify VBIN of such conduct.

Verification. To help fight the funding of terrorism and money laundering activities, federal law requires each Sponsor to obtain, verify and record information that identifies each person who opens an Account or is considered a control person for an Account opened for a corporation, partnership, trust, or other legal entity. Legal entities may need to provide other information, such as a principal place of business, tax identification number, articles of incorporation, partnership agreement, trust agreement, or a government-issued business license. You agree to provide all required information or documentation that allows the Sponsors to verify your identity. Any required information you provide may be subject to verification, including through the sharing of such information with third parties for this purpose. Your Account may be rejected, restricted, or closed if the applicable Sponsor cannot verify required information.

Privacy. To create an Account, a Sponsor may ask for certain information that allows it to comply with certain rules and regulations related to, among other things, suitability of investments and anti-money laundering. You can access and modify the information you provide and elect not to receive certain communications by signing into your Account. For a complete description of how the Sponsors use and protect your personal information, see the Platform [Privacy Policy](#).

Closing Your Account. You may ask any Sponsor or all of the Sponsors to close your Account by emailing VBIN at [info@vbcoinvestornetwork.com](mailto:info@vbcoinvestornetwork.com). Once your Account is closed, you may still access the Platform to access transaction confirmations and any applicable tax forms.

U.S. Economic Sanctions. You represent that you, or the entity for which you are acting as an authorized person, have not been designated by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC") as a Specially Designated National or Blocked Person, you have no reason to believe that you would be considered a Blocked Person by OFAC, and you do not reside in a restricted country. You also represent that, to the best of your knowledge, you are not employed by or acting as agent of any government, government-controlled entity or government corporation restricted under OFAC. You understand that if your application violates OFAC guidelines, your Account may be declined or restricted from certain activity.

## **Transactions**

No Sponsor holds securities. The terms and features of the securities available via the Platform are at the discretion and control of the issuer and will be stated in the offering memorandum for each security. The applicable Sponsor will make the offering memorandum for each security available to qualified investors on the Platform. It is your responsibility to review and understand the information in the offering memorandum before placing an order for securities.

## **Brokerage Services**

No Advice. No Sponsor via the Platform provides legal, tax, estate-planning or investment advice or advice regarding the suitability, profitability or appropriateness of any security. Each

Sponsor is required by law to ascertain your suitability for an investment based on your personalized input, but you are responsible for determining whether any investment is appropriate or suitable for you based on your investment objectives and personal financial situation. You should consult an attorney or tax professional regarding your specific legal or tax situation.

Nondisclosure of Material, Nonpublic Information. In connection with the Services it provides, a Sponsor may come into possession of confidential, material, non-public information. The Sponsors are prohibited from improperly disclosing or using this information for their own benefit or for the benefit of any other person. The Sponsors maintain policies and procedures designed to prohibit the communication of this information to persons who do not have a legitimate need to know the information, to meet the Sponsors' obligations to issuers, and to remain in compliance with applicable regulations. You understand and agree that, in certain circumstances, a Sponsor may have information that, if disclosed, might affect your decision to buy a security, but that the Sponsor will be prohibited from communicating to you or using for your benefit.

Transaction Amounts and Limitations. Each Sponsor reserves the right to deny an investment transaction or to place a limit on the dollar amount of a transaction for any reason, including, for example, if you do not meet the suitability requirements for a particular security, or for activity that the Sponsor, in its sole discretion, believes to be suspicious on your Account. If a Sponsor limits an investment, you can request a review and an exception on a case-by-case basis. Each Sponsor may impose minimum and maximum transaction amounts for each investment and may change those minimum and maximum amounts from time to time.

Applicable Rules and Regulations. All transactions in your Account will be subject to the Sponsor's internal rules and policies and, where applicable, to the provisions (and exemptions) of the Securities Act of 1933, Securities Exchange Act of 1934, the Investment Advisers Act of 1940, the Investment Company Act of 1940, the rules and regulations of the SEC, the Board of Governors of the Federal Reserve System, any applicable self-regulatory organizations, and other federal and state laws and regulations. In no event will any Sponsor be obliged to effect any transaction it believes would violate any federal or state law, rule or regulation, or the rules or regulations of any regulatory or self-regulatory body.

## **Electronic Signatures and Delivery of Documents**

Electronic Signatures. By registering to use the Platform, you give your valid consent to this Agreement and all other documents, including the Platform [Privacy Policy](#), that govern your relationship with each Sponsor. The use of an electronic version of the Account documents fully satisfies any requirement that they be provided to you in writing, and the electronic version of this Agreement is considered to be the true, complete and enforceable record of the parties' Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. You are solely responsible for reviewing and understanding all of the terms and conditions of these documents, and you accept as reasonable and proper notice, for the purpose of any laws, rules and

regulations, notice by electronic means. You may access and retain a record of the documents you electronically sign through the Platform.

Electronic Delivery of Documents. You agree that the Sponsors will provide you with an electronic copy of all documents and communications related to your Account, for example, transaction confirmations, Account statements and tax reporting documentation. When documents related to your Account are available, VBIN or the Sponsor will send a notice to the email address you have provided, and you will be able to view the documents at any time by logging onto the Platform.

## **User Restrictions**

Restricted Activities. In connection with your use of the Platform, or a Sponsor's Services, or in the course of your interactions with the Sponsors, you agree that you will not:

- Breach this Agreement or any other agreement that you have entered into with the Sponsors (including any VBIN or Sponsor policies);
- Violate any law, statute, ordinance, or regulation;
- Infringe a Sponsor's or any third-party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- Act in a manner that is defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
- Post comments that are false, inaccurate, misleading, defamatory, or contain libelous content;
- Post comments containing personal information, including without limitation, telephone numbers, street addresses, and last names;
- Provide false, inaccurate or misleading information;
- Pay for your transactions with fraudulent funds or with what a Sponsor reasonably believe to be potentially fraudulent funds;
- Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to a Sponsor;
- Use an anonymizing proxy;
- Control an Account that is linked to another Account that has engaged in any of these restricted activities. The Sponsors may use evidence other than the Account information to determine whether you control an Account in someone else's name, including but not limited to IP addresses, common business names, phone numbers and mailing addresses;
- or
- Use the Services in a manner that results in or may result in complaints, disputes, claims, fees, fines, penalties and other liability to a Sponsor or you.

Access and Interference. Much of the information on the Platform is updated on a real-time basis and is proprietary or is licensed to VBIN by third parties. The Platform contains robot exclusion headers. You agree that you will not:

- Use any robot, spider, scraper or other automated means to access the Platform for any purpose without VBIN's express written permission;

- Attempt to obtain unauthorized access to any features of the Platform, or to any other protected materials or information, through any means not intentionally made available to you by a Sponsor;
- Take any action that may impose (in VBIN's sole judgment) an unreasonable or disproportionately large load on VBIN's infrastructure;
- Copy, reproduce, modify, create derivative works from, distribute, or publicly display any content from the Platform without the prior expressed written permission of VBIN and any third-party, as applicable;
- Interfere, or attempt to interfere with, the proper working of the Platform or any activities conducted on the Platform;
- Facilitate any viruses, Trojan horses, worms, or other computer programming routines that may damage, detrimentally interfere with, or surreptitiously intercept or expropriate any system, data or information;
- Use any device, software or routine to bypass VBIN's robot exclusion headers or other measures VBIN may use to prevent or restrict access to the Platform; or
- Take any action that may disrupt or cause VBIN to lose any of the services from its internet service providers, payment processors, or other suppliers.

## **Your Liability and Actions the Sponsors May Take**

Your Liability. You are responsible for all claims, fees, fines, penalties and other liability incurred by a Sponsor or any third-party caused by or arising out of your breach of this Agreement or your use of the Services. You agree to reimburse the applicable Sponsor and any third-party for any and all such liabilities.

Actions a Sponsor May Take. If you engage in any restricted activities, the Sponsors may take various actions to protect themselves from claims, fees, fines, penalties, and any other liability. The actions a Sponsor may take include but are not limited to the following:

- Closing, suspending, or placing restrictions on your Account;
- Updating inaccurate information you provided via the Platform;
- Removing user comments reasonable deemed to be false, inaccurate, misleading, defamatory, or libelous;
- Revoking your Platform access and refuse to provide future Services to you; and
- Taking legal action against you.

Whether a Sponsor decides to take any of the above steps, no Sponsor monitors, and you agree the Sponsors will not be subject to liability for not monitoring, the website.

Account Suspension or Restriction. VBIN, in its sole discretion, reserves the right to terminate this Agreement or access to the Platform or Services. Each Sponsor also reserves the right to suspend or place restrictions on your Account for any reason and at any time upon notice to you. Account restrictions may include a limitation on the dollar amount of transactions the Sponsors will accept from you. If your Account is suspended, you will be unable to invest, and the Sponsors will not issue any payments to you. If a Sponsor suspends or places restrictions on your

Account, VBIN or the Sponsor will provide you with notice and opportunity to request reconsideration, if appropriate.

## **Disputes**

Effect of Arbitration Agreement. This Agreement contains a pre-dispute arbitration agreement. By entering into the arbitration agreement the parties agree as follows:

- 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;
- Arbitration shall be conducted in confidence;
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited;
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings;
- The arbitrators do not have to explain the reasons for their award;
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry;
- 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; and
- The rules of the arbitration forum in which the claim is filed, as amended from time to time, are hereby incorporated by reference into this Agreement.

Arbitration Agreement. All controversies that may arise between you and a Sponsor (including but not limited to controversies concerning any Account, transaction, or the continuation, performance, interpretation or breach of this or any other agreement between you and a Sponsor, whether entered into or arising before, on or after the date this Account is opened) shall be determined by arbitration in accordance with the arbitration provision set forth below. You understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action or who is a member of a putative class action 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 customer 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.

Arbitration Hearings. The parties to a dispute shall first attempt in good faith to resolve such dispute. If the parties do not resolve the dispute within thirty (30) days, such dispute shall be referred in writing, to a board of arbitrators (the "Board") that consists of three (3) American Arbitration Association arbitrators, whose decision shall be final and binding in all respects. Each party shall select one (1) arbitrator and these two (2) people shall jointly select one (1) additional arbitrator. The jointly selected third arbitrator shall act as chair of the Board. The arbitration shall take place in New York City, New York, unless the parties otherwise agree. For

disputes that are not subject to arbitration, the parties agree to the exclusive jurisdiction of the state and federal courts of New York, located in New York, New York. The Board shall consider the matter in controversy and may hold hearings regarding the same, and its decision shall be entered in writing within thirty (30) days after the matter is finally submitted to them. Arbitration proceedings shall be conducted in accordance with the arbitration rules of the American Arbitration Association and in confidence. All reasonable expenses, costs, and fees of the entire arbitration proceeding (including, but not limited to, the reasonable expenses, costs, and fees of the arbitrator) shall be borne by the “non-prevailing” party, to the extent consistent with applicable law. The status of being the “non-prevailing” party and the determination of all reasonable expenses, costs, and fees, shall be determined by the Board and shall be included in the final decision of the Board. In the event that the Board determines that neither party is considered the “non-prevailing” party, then each party shall bear the costs, expenses, and fees of the arbitrator he or it selected and the costs, expenses, and fees of the neutral arbitrator shall be borne equally by the applicable Sponsors, on the one hand, and you on the other hand, to the extent consistent with applicable law. The final decision of the Board may be entered in any court having jurisdiction thereof. All arbitration proceedings will be held in the English language, unless otherwise agreed to by the parties.

### **Limitations of Liability**

Your relationship with each Sponsor is separate from your relationship with any other Sponsor, and no Sponsor will be responsible or liable to you for any other Sponsor’s performance of this Agreement, or failure to perform this Agreement or any other obligation. You will not bring any claim, demand, suit or proceeding against any Sponsor with respect to the activities (under this Agreement or otherwise) of any other Sponsor.

In no event shall any Sponsor or its agents, employees, affiliates or suppliers be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with the Platform or the Services or this Agreement (however arising, including negligence). In states that do not allow the exclusion or limitation of incidental or consequential damages, the above limitation or exclusion may not apply to you. The Sponsors’ liability, and the liability of their agents, employees, affiliates and suppliers, to you or any third parties in any circumstance is limited to the actual amount of direct damages.

### **No Warranty**

General. The Sponsors and their agents, employees, subsidiaries, affiliates and suppliers provide the Services “as is” and without any warranty or condition, express, implied or statutory. The Sponsors and their agents, employees, subsidiaries, affiliates and suppliers specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. No Sponsor guarantees continuous, uninterrupted or secure access to the Platform or Services, and operation of the Platform may be affected by numerous factors outside of the Sponsor’s control. In states that do not allow the disclaimer of implied warranties, the disclaimers provided in this section may not apply to you. This section gives you specific legal rights, and you may also have other legal rights that vary from state to state.

Third-party Data. To the fullest extent permitted under applicable law, no Sponsor makes any representation or warranty, express or implied, with respect to any third-party data provided to the Sponsors or its transmission, timeliness, accuracy or completeness, including but not limited to, implied warranties or warranties of merchantability, or fitness for a particular purpose. No sponsor will be liable in any way to you or to any other person for any inaccuracy, error or delay in or omission of any third-party data or the transmission or delivery of any such third-party data and any loss or damage arising from (i) any such inaccuracy, error, delay or omission, (ii) third-party non- performance, or (iii) interruption in any such third-party data due either to any negligent act or omission by the Sponsor or “force majeure” or any other cause beyond reasonable control of the Sponsor.

## **Indemnification**

You agree to indemnify the Sponsors and their affiliates, directors, officers, employees, and agents harmless under this Agreement from and against all claims, actions, costs and liabilities, including attorneys’ fees, arising from or related to:

- Any breach by you of any provision or representation of any of the Agreements;
- Any dispute that does not directly result from the Sponsor’s performance of services as set forth in this or any other Agreement; and
- Any inaccurate information supplied by you or your authorized agent.

## **Intellectual Property**

“VBIN, LLC”, and “VB, LLC” are trademarks and trade names of Viscogliosi Brothers, LLC, Inc. All page headers, logos, graphics and icons are protected to the extent allowed under applicable laws. All other designated trademarks and brands are the property of their respective owners. You may not copy, imitate or use any of VBIN intellectual property without VBIN’s prior written consent.

Reporting Intellectual Property Infringement. VBIN respects the intellectual property of others. You may not post content that infringes on the rights of third parties, including but not limited to intellectual property rights such as copyright, trademark and right of publicity. VBIN reserves the right to remove content where it has grounds to suspect a violation of this Agreement, VBIN policies or any party’s rights. If you believe that your rights have been violated, please notify VBIN by contacting:

Viscogliosi Brothers Co-Investor Network, LLC  
505 Park Avenue, 14<sup>th</sup> Floor  
New York, NY 10022

Please provide the following in any notice of alleged infringement:

- Identification of the material on the Platform that you claim is infringing, with enough detail so that VBIN can locate it (e.g., provide link and description);
- Identification of the rights (or works if relevant) claimed to have been infringed;



- A statement by you that you have a good faith belief that the disputed use is not authorized by the rights owner, its agent or the law;
- A statement by you declaring under penalty of perjury that (a) the above information in your notice is accurate; and (b) you are the rights owner or you are authorized to act on behalf of the rights owner;
- Your address, telephone number and email address; and
- Your physical or electronic signature.

## **Assignment**

You may not transfer or assign any rights or obligations that you have under this Agreement without VBIN's or the applicable Sponsor's prior written consent, as applicable. VBIN reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time.

## **Governing Law**

This Agreement shall be governed in all respects by the laws of the State of New York, without regard to conflict of law provisions. Except as otherwise agreed by the parties, you agree that any claim or dispute you may have against a Sponsor must be resolved by arbitration in the State of New York.

## **Severability and Waiver**

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. In VBIN's sole discretion, VBIN may assign this Agreement in accordance with the Legal Notices section. Headings are for reference purposes only and do not limit the scope or extent of such section. VBIN's failure to act with respect to a breach by you or others does not waive VBIN's right to act with respect to subsequent or similar breaches. VBIN does not guarantee it will take action against all breaches of this Agreement.

## **Legal Notices**

Any Sponsor may provide notice to you by emailing it to the address listed in your Account. Notice shall be considered to be received by you within 24 hours of the time it is emailed to you, unless the Sponsor receive notice that the email was not delivered. Except as otherwise stated, notice to a Sponsor must be sent by postal mail care of:

Viscogliosi Brothers Co-Investor Network, LLC  
505 Park Avenue, 14<sup>th</sup> Floor  
New York, NY 10022

## **Changes to the Agreement**

VBIN may change this Agreement from time to time, and when it does, VBIN will post the amended terms on the VBIN site and notify you by email of material changes. Amended terms will take effect immediately for new users, and 30 days after they are posted for existing users.

## **Entire Agreement**

This Agreement, together with the [Privacy Policy](#) and [Cookie Policy](#), sets forth the entire understanding and agreement between you and the Sponsors with respect to user registration and Platform access. Utilization of some services, such as actual investments and/or banking, shall entail additional agreements. Certain sections shall survive any termination of this Agreement.

## **Contact VBIN**

If you have any questions or comments about this Agreement, the Platform, the Services, your Account, or VBIN's practices or policies, you may contact VBIN at:

Viscogliosi Brothers Co-Investor Network, LLC  
505 Park Avenue, 14<sup>th</sup> Floor  
New York, NY 10022