

## Twelve Terms of Use

Welcome to twelvegrow.com (together with its subdomains, Content, Marks and services, the “Site”). Please read the following Terms of Use carefully before using this Site so that you are aware of your legal rights and obligations with respect to Twelve Cap, Inc. and its affiliated entities (“Twelve”, “we”, “our” or “us”). By accessing or using the Site, you expressly acknowledge and agree that you are entering a legal agreement with us and have understood and agree to comply with, and be legally bound by, these Terms of Use, together with our Privacy Policy (as defined below) (the “Terms”). You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. If you do not agree to be bound by these Terms please do not access or use the Site.

1. **Background.** The Site is intended to be a platform for eligible businesses to apply for and receive financing from Twelve, intended for the sole purpose of funding their marketing budget (“Marketing Capital”). To apply for Marketing Capital, you need to submit an online application on this Site. The application includes an onboarding questionnaire, which you must answer accurately and truthfully. We may request additional information as part of our verification process or to better assess your application. Please note that all Marketing Capital offers shall be contingent on you and us entering into legally bounding agreements specifying the terms and conditions of such transactions. Should we decide to offer you Marketing Capital, formal documentation of such an offer will follow for your approval. For the avoidance of doubt, Twelve shall not be committed to provide any financing hereunder.
2. **Modification.** We reserve the right, at our discretion, to change these Terms at any time. Such change will be effective 10 days following posting of the revised Terms on the Site, and your continued use of the Site thereafter means that you accept those changes.
3. **Ability to Accept Terms.** The Site is only intended for businesses registered in the United States. If you are not a business please do not visit or use this Site. If you have business located outside the United States, do not use this Site, rather contact us to see if we can accommodate your business needs. Marketing Capital offers shall only be provided to businesses operating in jurisdictions where Twelve may offer and provide Marketing Capital according to applicable rules and regulations.
4. **Site Access.** For such time as these Terms are in effect, we hereby grant you permission to visit and use the Site provided that you comply with these Terms and applicable law.
5. **Restrictions.** You shall not: (i) copy, distribute or modify any part of the Site without our prior written authorization; (ii) use, modify, create derivative works of, transfer (by sale, resale, license, sublicense, download or otherwise), reproduce, distribute, display or disclose Content (defined below), except as expressly authorized herein; (iii) disrupt servers or networks connected to the Site; (iv) use or launch any automated system (including without limitation, “robots” and “spiders”) to access the Site; and/or (v) circumvent, disable or otherwise interfere with security-related features of the Site or features that prevent or restrict use or copying of any Content or that enforce limitations on use of the Site.
6. **Account.** In order to use some of the services of the Site, you may have to create an account (“Account”). You agree not to create an Account for anyone else or use the account of another without their permission. When creating your Account, you must provide accurate and complete information. You are solely responsible for the activity that occurs in your Account, and you must keep your Account password secure. You must notify Twelve immediately of any breach of security or unauthorized use of your Account. As between you and Twelve, you are solely responsible and liable for the activity that occurs in connection with your Account. If you wish to delete your Account you may send an email request to Twelve at [info@twelvegrow.com](mailto:info@twelvegrow.com).
7. **Payments to Twelve.** Except as expressly set forth in the Terms, your general right to access and use the Site is currently for free, but Twelve may in the future charge a fee for certain access or usage. You will not be charged for any such access or use of the Site unless you first agree to such charges, but please be aware that any failure to pay applicable charges may result in you not having access to some or all of the Site.
8. **Intellectual Property Rights**
  - 8.1. **Content and Marks.** The: (i) content on the Site, including without limitation, the text, documents, articles, brochures, descriptions, products, software, graphics, photos, sounds, videos, interactive features, and services (collectively, the “Content”); and (ii) the trademarks, service marks and logos contained therein (“Marks”), are the property of Twelve and/or its licensors and may be protected by applicable copyright or other intellectual property laws and treaties. “Twelve”, the Twelve logo, and other marks are Marks of Twelve or its affiliates. All other trademarks, service marks, and logos used on the Site are the trademarks, service marks, or logos of their respective owners. We reserve all rights not expressly granted in and to the Site and the Content.
  - 8.2. **Use of Content.** Content on the Site is provided to you for your information and personal use only and may not be used, modified, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled, or otherwise exploited for any other purposes whatsoever without our prior written consent. If you download or print a copy of the Content you must retain all copyright and other proprietary notices contained therein.
9. **Information Description.** We attempt to be as accurate as possible. However, we cannot and do not warrant

that the Content available on the Site is accurate, complete, reliable, current, or error-free. We reserve the right to make changes in or to the Content, or any part thereof, in our sole judgment, without the requirement of giving any notice prior to or after making such changes to the Content. Your use of the Content, or any part thereof, is made solely at your own risk and responsibility.

- 10. Disclosure.** We reserve the right to access, read, preserve, and disclose any information that we obtain in connection with the Site, and your use thereof, as we reasonably believe is necessary to: (i) satisfy any applicable law, regulation, legal process, subpoena or governmental request; (ii) enforce these Terms, including to investigate potential violations of them; (iii) detect, prevent or otherwise address fraud, security or technical issues; (iv) respond to user support requests; or (v) protect the rights, property or safety of Twelve, its users or the public.

**11. Links**

- 11.1. The Site may contain links, and may enable you to post content, to third party websites (“**Third Party Websites**”) that are not owned or controlled by Twelve. We are not affiliated with, have no control over, and assume no responsibility for the content, privacy policies, or practices of, any Third Party Websites. You: (i) are solely responsible and liable for your use of and linking to Third Party Websites and any content that you may send or post to a Third Party Website; and (ii) expressly release Twelve from any and all liability arising from your use of any Third Party Website. Accordingly, we encourage you to read the terms and conditions and privacy policy of each Third Party Website that you may choose to visit.

- 11.2. Twelve permits you to link to the Site provided that: (i) you link to but do not replicate any page on this Site; (ii) the hyperlink text shall accurately describe the Content as it appears on the Site; (iii) you shall not misrepresent your relationship with Twelve or present any false information about Twelve and shall not imply in any way that we are endorsing any services or products, unless we have given you our express prior consent; (iv) you shall not link from a Third Party Website which prohibits linking to third parties; (v) such Third Party Website does not contain content that (a) is offensive or controversial (both at our discretion), or (b) infringes any intellectual property, privacy rights, or other rights of any person or entity; and/or (vi) you, and your website, comply with these Terms and applicable law.

- 12. Privacy.** We will use any personal information that we may collect or obtain in connection with the Site in accordance with Twelve’s privacy policy (“**Privacy Policy**”). You agree that we may use personal information that you provide or make available to us in accordance with Privacy Policy.

**13. Warranty Disclaimers**

- 13.1. This section applies whether or not the services provided under the Site are for payment. Applicable law may not allow the exclusion of certain warranties, so to that extent certain exclusions set forth herein may not apply.

- 13.2. THE SITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TWELVE HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE. TWELVE DOES NOT GUARANTEE THAT THE SITE WILL BE FREE OF BUGS, SECURITY BREACHES, OR VIRUS ATTACKS. THE SITE MAY OCCASIONALLY BE UNAVAILABLE FOR ROUTINE MAINTENANCE, UPGRADING, OR OTHER REASONS. YOU AGREE THAT TWELVE WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS OF THE INTERNET, SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS. WE DO NOT WARRANT, ENDORSE OR GUARANTEE ANY CONTENT, PRODUCT, OR SERVICE THAT IS FEATURED OR ADVERTISED ON THE SITE BY A THIRD PARTY.

- 13.3. EXCEPT AS EXPRESSLY STATED IN OUR PRIVACY POLICY, TWELVE DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SECURITY OF ANY INFORMATION YOU MAY PROVIDE OR ACTIVITIES YOU ENGAGE IN DURING THE COURSE OF YOUR USE OF THE SITE.

**14. Limitation of Liability**

- 14.1. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, TWELVE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY KIND, OR FOR ANY LOSS OF DATA, REVENUE, PROFITS OR REPUTATION, ARISING UNDER THESE TERMS OR OUT OF YOUR USE OF, OR INABILITY TO USE, THE SITE, EVEN IF TWELVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitations may not apply to you.

- 14.2. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF TWELVE FOR ANY DAMAGES ARISING UNDER THESE TERMS OR OUT OF YOUR USE OF, OR INABILITY TO USE, THE SITE EXCEED THE TOTAL AMOUNT OF FEES, IF ANY, PAID BY YOU TO TWELVE FOR USING THE SITE DURING THE

3 MONTHS PRIOR TO BRINGING THE CLAIM.

15. **Indemnity.** You agree to defend, indemnify and hold harmless Twelve and our affiliates, and our respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of, or inability to use, the Site; (ii) your interaction with any Site user; or (iii) your violation of these Terms.
16. **Term and Termination.** These Terms are effective until terminated by Twelve or you. Twelve, in its sole discretion, has the right to terminate these Terms and/or your access to the Site, or any part thereof, immediately at any time and with or without cause (including, without any limitation, for a breach of these Terms). Twelve shall not be liable to you or any third party for termination of the Site, or any part thereof. If you object to any term or condition of these Terms, or any subsequent modifications thereto, or become dissatisfied with the Site in any way, your only recourse is to immediately discontinue use of the Site. Upon termination of these Terms, you shall cease all use of the Site. This Section and Sections 8 (*Intellectual Property Rights*), 12 (*Privacy*), 13 (*Warranty Disclaimers*), 14 (*Limitation of Liability*), 15 (*Indemnity*), and 17 (*Independent Contractors*) to 19 (*General*) shall survive termination of these Terms.
17. **Independent Contractors.** You and Twelve are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between you and Twelve. You must not under any circumstances make, or undertake, any warranties, representations, commitments or obligations on behalf of Twelve.
18. **Assignment.** These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by Twelve without restriction or notification to you.
19. **General.** Twelve reserves the right to discontinue or modify any aspect of the Site at any time. These Terms and the relationship between you and Twelve shall be governed by and construed in accordance with the laws of the State of New York, without regard to its principles of conflict of laws. You agree to submit to the personal and exclusive jurisdiction of the courts located in New York and waive any jurisdictional, venue, or inconvenient forum objections to such courts, provided that Twelve may seek injunctive relief in any court of competent jurisdiction. These Terms shall constitute the entire agreement between you and Twelve concerning the Site. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN 1 YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

**Last updated: June, 2023**