

Terms of Use

NextGenOne is a non-for-profit division of RS Cares Foundation Inc. ("NextGenOne," "us," "our" or "we") is an intermediary technology platform ("Platform" or "Site") that permits prospective investors to independently search and invest in securities offerings on the Site. By accessing the Site or using the services, website, applications and software provided through or in connection with the Site, including through a mobile device (the "Service") in any manner, you become a NextGenOne user ("User"). You acknowledge that NextGenOne Crowdfunding is not a broker-dealer, funding portal or investment adviser. NextGenOne Foundation, LLC is a funding portal for next generation technologies. **NEXTGENONE DOES NOT PROVIDE INVESTMENT ADVICE OR MAKE RECOMMENDATIONS.**

Acceptance of Terms

The Service is offered subject to acceptance of all of the terms contained in these Terms of Use, including the Privacy Policy and all other operating rules, policies, and procedures that may be published on the Site by NextGenOne, each of which is incorporated by reference and each of which may be updated by us from time to time without notice to you or liability for such change. Users are advised to periodically review the Site for any changes and contact NextGenOne or your legal advisor with any questions. If there is a conflict between two versions of the Terms of Use to which you have agreed or been deemed to agree, the more recent version shall take precedence unless it is expressly stated otherwise. In addition, other services offered through the Site may be subject to additional terms and conditions adopted by NextGenOne and/or agreement entered between you and NextGenOne. Your use of those services is subject to those additional Terms of Use and/or separate agreements, which are incorporated into these Terms of Use by this reference. We refer to all of these other agreements as the "Platform Agreements," because rather than just governing your technical use of the Site, they set out the substantive terms that govern your relationship with us when you make use of our Site.

These Terms of Use and Privacy Policy will continue to apply to you even after you have agreed to a Platform Agreement. However, if it turns out that there is a conflict between the Terms of Use and Privacy Policy and a Platform Agreement to which you have agreed, the Platform Agreement will take precedence.

Change or Termination

We reserve the right, at our sole discretion and without prior notice, to modify or replace these Terms of Use, or change the Site, stop providing the Site, applications or services, or create usage limits for the Site, or change, improve or correct the information, materials and descriptions on the Site at any time for any reason. We may permanently or temporarily terminate or suspend your access to the Site without notice or liability, for any reason or for no reason, including if in our sole determination you violate any provision of these Terms of Use. You are solely responsible for checking the Terms of Use periodically for changes. Your continued use of the Service following the posting of any changes to the Terms of Use constitutes acceptance of those changes. Upon termination of these Terms of Use or your access to the Site for any reason or no reason, you will continue to be bound by these Terms of Use which, by their nature, should survive termination, including without limitation ownership provisions, warranty disclaimers, indemnity, and limitations of liability. The information and materials on the Site may contain typographical

errors or inaccuracies. Any dated information is published as of its date only, and NextGenOne does not undertake any obligation or responsibility to update or amend any such information. You agree that NextGenOne and its subsidiaries and affiliates will not be liable to you or to any third party for any such modification, suspension or discontinuance.

Eligibility for Use of the Services

The Service is only available to individuals who are at least eighteen years old. You represent and warrant that if you are an individual, you are at least 18 years old, that you are fully able and competent to enter into the terms and conditions set forth in this and other agreements on the Site, and that all registration information you submit is truthful, accurate and complete. If you are accessing the Site and/or using the Services on behalf of an entity, such as your employer or a company you work for or control, you warrant and represent that you have the legal authority to bind that entity to these Terms of Use.

User Profile Registration

You may access the Site generally and/or browse generally without registering with the Site. You must complete the registration process by providing us with current, complete and accurate information. You are solely responsible for updating any and all pertinent registration information. Failure to do so shall constitute a breach of the Terms of Use, which may result in immediate termination of your Profile. You will also choose a password and a user name. NextGenOne reserves the right in its sole discretion to refuse registration of or cancel a User Name, and domain name. You are solely responsible for maintaining the confidentiality of your password and Profile. You agree to notify NextGenOne immediately in writing of any unauthorized use of your Profile or any other breach of security. You will not share your password, let anyone else access your Profile, or do anything else that might jeopardize the security of your Profile. You will not transfer your Profile to anyone without first getting our written permission. You acknowledge and agree that you are liable for any damages or losses to NextGenOne and other Users by any use of your Profile, either authorized or unauthorized.

No professional advice

You agree that your Profile will be self-directed and that you are solely responsible for all purchases, orders, investment decisions and instructions placed in your Profile. Although the Site may provide data, information or content provided by third-parties or us relating to investment strategies and/or opportunities to buy and/or sell securities, you should not interpret any such content as tax, legal, financial, or investment advice by us or a recommendation by us to invest in any offering posted on the Site. Any decision to invest shall be based solely on your own consideration and analysis of the risks involving a particular offering and is made at your own risk.. We have no special relationship with or fiduciary duty to you and your use of the Site or the Services does not create such a relationship. You agree and acknowledge that you are responsible for conducting your own legal, accounting and other due diligence review of the investment opportunities posted on the Site. You are strongly advised to consult a licensed legal professional and investment advisor for any legal, tax, insurance, or investment advice as the Site does not provide any of the foregoing advice or recommendations.

Investor Requirements

NextGenOne Crowdfunding Inc. hosts two types of offerings, made under Regulation A and Regulation D. NextGenOne Capital LLC only hosts Regulation Crowdfunding offerings.

Regulation A - These securities offerings are available to U.S. investors who are “accredited investors” as defined by Rule 501 of Regulation D under the Securities Act of 1933, as amended (the “Securities Act”) as well as non-accredited investors subject to certain investment limitations as set forth in Regulation A, as amended, under the Securities Act (popularly known as “Reg A+”).

Regulation D - These securities offerings are only available to U.S. investors who are “accredited investors” as defined by Rule 501 of Regulation D under the Securities Act and are made under Rule 506(c) of Regulation D.

Regulation Crowdfunding - These securities offerings are available to U.S. accredited and non-accredited investors subject to certain investment limitations as set forth under Regulation Crowdfunding under the Securities Act.

Before you can invest in any of the securities offerings on the Site, you must register with the Platform and (for Regulation A or Regulation D offerings) qualify either as an Accredited Investor or represent that you will meet the investment thresholds under Tier 2 of Reg A+ for Qualified Purchasers. Prior to investing, you may be asked to fill out a certification and provide necessary documentation as proof of your income and/or net worth to verify that you are qualified to invest in offerings posted on this Site. You acknowledge and agree that all information you provide for the registration is complete and accurate. By registering with the Platform for purposes of subscribing to securities offerings as an Accredited Investor, you represent and warrant that you come within at least one of the following categories:

- a natural person who has individual net worth, or joint net worth with the person’s spouse, that exceeds \$1 million at the time of the purchase, excluding the value of your primary residence;
 - Explanation: In calculating net worth, you include all of your assets (other than your primary residence) whether liquid or illiquid, such as cash, stock, securities, personal property and real estate based on the fair market value of such property MINUS all debts and liabilities (other than a mortgage or other debt secured by your primary residence unless the liability exceed the fair market value of your primary residence).
- a natural person with income exceeding \$200,000 in each of the two most recent years or joint income with a spouse exceeding \$300,000 for those years and a reasonable expectation of the same income level in the current year;
- a bank, insurance company, registered investment company, business development company, or small business investment company;
- an employee benefit plan, within the meaning of the Employee Retirement Income Security Act, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the plan has total assets in excess of \$5 million;
- a charitable organization, corporation, or partnership with assets exceeding \$5 million;
- a business in which all the equity owners are Accredited Investors; or
- a trust with assets in excess of \$5 million, not formed to acquire the securities offered, whose purchases a sophisticated person makes.

Qualified Purchasers

By registering with the Platform for purposes of subscribing to Regulation A securities offerings as a non-accredited investor, you represent and warrant that your investment in any Reg A+

offering posted on this site will not exceed the greater of 10% of your annual income or 10% of your net worth (excluding the value of your primary residence). YOU MUST MEET ONE OF THE ABOVE CRITERIA. WE ARE ENTITLED TO AND WILL RELY UPON YOUR REPRESENTATIONS. You agree that, should any material changes occur that might affect your status as an Accredited Investor, you shall immediately provide NextGenOne with notice in writing.

Issuer Requirements

Federal securities law requires securities offered or sold in the United States to be registered with the U.S. Securities and Exchange Commission ("SEC"), unless the offer or sale qualifies for an exemption. NextGenOne Crowdfunding Inc. hosts two types of offerings, Regulation A, as amended ("Reg A+") and Regulation D. NextGenOne Capital LLC only hosts Regulation Crowdfunding offerings.

Regulation A - The securities offered on the Site for have not been registered under the Securities Act, in reliance on the exemption promulgated under Regulation A, as amended by Title IV of the Jumpstart Our Business Startups Act 2012 (the "JOBS Act"), known as "Reg A+". In a Reg A+ offering, Issuers may advertise or market their offerings via "testing the waters" communications to the general public, or pay third parties to do so, subject to certain conditions. Federal law requires that Issuers sell securities to Accredited Investors or Qualified Purchasers who represent they satisfy the investment status before accepting subscriptions, among other requirements. Users, whether Accredited Investors or Qualified Purchasers, agree to cooperate with any requests for additional information or documentation.

Regulation D - Rule 506 of Regulation D is a "safe harbor" for the private offering exemption of Section 4(a)(2) of the Securities Act. Companies relying on the Rule 506 exemption can raise an unlimited amount of money. There are two distinct exemptions that fall under Rule 506 but NextGenOne only offers 506(c) offerings. Under Rule 506(c), a company can broadly solicit and generally advertise the offering, but still be deemed to be undertaking a private offering within Section 4(a)(2) if: The investors in the offering are all accredited investors; and the company has taken reasonable steps to verify that its investors are accredited investors, which could include reviewing documentation, such as W-2s, tax returns, bank and brokerage statements, credit reports and the like. Each Issuer is solely responsible for ensuring that its securities offering, including without limitation the use of the Site to offer and sell securities, the determination of whether an investor is an Accredited Investor and whether any investment complies with applicable state and Federal securities laws, rules and regulations.

For both Regulation and Regulation D, each Issuer is solely responsible for ensuring that its securities offering, including without limitation the use of the Site to offer and sell securities, the determination of whether an investor is an Accredited Investor and whether any investment complies with applicable state and Federal securities laws, rules and regulations. Notwithstanding the foregoing, each Issuer is responsible for ensuring that any information it posts on the Site is complete, accurate and not otherwise misleading. Users of the Site acknowledge that NextGenOne is not liable to and will not verify or investigate the accuracy and completeness of the offering material and other information posted on the Site. Users understand, acknowledge and agree that other parties are relying on the statements made herein and that any willfully false statement is sufficient cause for removal from the Site, rejection of eligible investor status, along with other legal causes of action. You are strongly encouraged to contact each Issuer directly to discuss any questions regarding an offering or the business prospects of the Issuer.

Regulation Crowdfunding - Title III of the JOBS Act added Securities Act Section 4(a)(6) that provides an exemption from registration for certain crowdfunding transactions. In 2015, the Commission adopted Regulation Crowdfunding to implement the requirements of Title III. A company issuing securities in reliance on Regulation Crowdfunding (an “issuer”) is permitted to raise a maximum aggregate amount of \$1,070,000 in a 12-month period. Criteria for companies to list on NextGen.One: Company is currently operating in the US and has intention to raise capital for their business from the crowd; Company passes our due-diligence process before launching on NextGen.One; Company meets and additional requirements as identified by the SEC. Details listed [here](#). All Bad Actors will be rejected. All companies that meet these criteria are able to conduct an offering on NextGen.One.

For all offerings, subscription funds are held by an escrow agent pending completion or termination of an offering. The use of escrow services is subject to those providers’ terms of use and privacy policy. Investment overviews on the Site contain summaries of the purpose and principal terms of the investment opportunities. Such summaries are intended for informational purposes only and do not purport to be complete, and each is qualified in its entirety by reference to the more detailed discussions contained in the investor document package relating to such investment opportunity, including the Form C filed with the SEC. The information contained on the Site and in the offering materials have been prepared by the respective Issuer without reference to any particular User’s investment requirements or financial situation, and potential investors are encouraged to consult with professional tax, legal and financial advisors before making any investment. NextGen.One shall have the right but not the obligation to remove, cancel or reject the posting of any securities offerings. Failure to remove, cancel or reject securities offerings suspected of violating the securities laws does not constitute an endorsement or approval of said securities offerings by NextGen.One. The information provided herein shall not be deemed legal advice. You are strongly advised to consult with your own legal counsel.

Prohibited Company List

Although NextGenOne welcomes companies and teams of all types on its platform, certain products and industries are not allowed. NextGenOne’s policy derives from deep research into the crowdfunding industry best practices. The policy is partly informed by other platforms, such as Google, Facebook, Kickstarter, IndieGoGo and Ebay. We aim to provide a scalable and functional platform for all members of the ecosystem to raise capital, while having a safe and compliant experience for the entrepreneurs and the investors.

Companies engaged with the sale or manufacturing of the items below are prohibited from listing their campaign on NextGenOne:

1. Firearms
2. Guns
3. Pistols
4. Knives
5. Weapon Replicas
6. Weapon Accessories
7. Any material that is intended to harm a human
8. Any Pornography as established by the Federal Communications Commission
9. Discriminatory material

10. Illegal business as defined by the U.S. Federal government
11. Marijuana
12. Tobacco
13. Political Campaigns

No Disqualifying Events

Each Issuer warrants and represents that none of its predecessors, any affiliated issuer, any director, executive officer, other officer of the Issuer participating in the Offering, any investment managers and their principals, any beneficial owner of 20% or more of the Issuer's outstanding voting equity securities, calculated on the basis of voting power, any promoter (as defined in Rule 405 of the Securities Act) connected with the Issuer in any capacity at the time of sale nor any compensated solicitor or any director, executive officer, other officer of the compensated solicitor participating in the Offering (each, an "Issuer Covered Person" and collectively, "Issuer Covered Persons") is subject to any of the "Bad Actor" disqualifying events described in Rule 262 under the Securities Act (a "Disqualifying Event"). Each Issuer warrants and represents that it has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualifying Event and will promptly notify subscribed investors in writing should any Disqualifying Events occur or prior Disqualifying Events come to the Issuer's notice despite its reasonable efforts to discover and immediately consult their legal counsel.

Securities Products

The securities offered on the Site are only suitable for prospective investors who are familiar with and willing to accept the high risks associated with private investments, including the risk of complete loss of your investment. Securities sold through NextGen.One are not publicly traded and, therefore, are illiquid unless registered with the SEC. Securities will be subject to restrictions on resale or transfer including holding period requirements. Investing in private placements requires high risk tolerance, low liquidity need, and long-term commitments. Users must be able to afford to lose their entire investment. Investment products are not FDIC insured, may lose value, and there is no bank guarantee.

The securities being offered have not been registered under the Securities Act, in reliance, among other exemptions, on the exempted provisions of Reg A+ under Title IV of the JOBS Act. Similar reliance has been placed on apparently available exemptions from securities registration or qualification requirements under applicable state securities laws. Users must read each Issuer's offering memorandum and transaction documents for more information and discuss any questions with each Issuer directly prior to investing. No assurance can be given that any offering currently qualifies or will continue to qualify under one or more of such exempted provisions due to, among other things, the adequacy of disclosure and the manner of distribution, the existence of similar offerings in the past or in the future, or a change of any securities law or regulation that has retroactive effect. No governmental agency has reviewed the offerings posted on this Site and no state or federal agency has passed upon either the adequacy of the disclosure contained herein or the fairness of the terms of any offering. The exemptions relied upon for such offerings are significantly dependent upon the accuracy of the representations of the Users to be made to the Site and Issuers on the Site in connection with an offering. In the event that any such representations prove to be untrue, the registration exemptions relied upon by an Issuer in selling the securities might not be available and substantial liability to such Issuer would result under applicable securities laws for rescission or damages. These risks are non-exhaustive and are intended to highlight certain risks associated with investing in securities that are not registered

with the SEC. WE STRONGLY ADVISE YOU TO CONSULT A LEGAL, TAX AND FINANCIAL PROFESSIONAL BEFORE INVESTING, AND CAREFULLY REVIEW ALL THE SPECIFIC RISK DISCLOSURES PROVIDED AS PART OF ANY OFFERING MATERIALS AND ASK THE ISSUER ANY QUESTIONS YOU MAY HAVE OR REQUEST ADDITIONAL INFORMATION.

NextGenOne Foundation LLC. receives no compensation calculated by reference to the purchase or sale of securities through the Site but receives fixed fees in cash and/or securities of an issuer for services provided for live offerings. NextGenOne Foundation LLC. does not currently charge fees for companies that are “testing the waters” but may apply fees in the future. NextGenOne Foundation, LLC. is not a registered broker-dealer, funding portal, investment adviser or investment manager, and does not offer investment advice or advise on the raising of capital through securities offerings. NextGenOne Foundation, LLC. does not recommend or otherwise suggest that any investor make an investment in a particular offering.

NextGenOne Foundation LLC is not a FINRA registered funding portal and receives compensation calculated by reference to the purchase or sale of securities through the Site for services provided for live offerings. NextGenOne Foundation LLC is not a registered broker-dealer, investment adviser or investment manager, and does not offer investment advice or recommend or otherwise suggest that any investor make an investment in a particular offering.

User Conduct Guidelines

You represent and warrant that all information that you provide to NextGenOne or through the Site is accurate, complete and truthful. NextGenOne and its affiliates and agents are entitled to rely upon the information you provide as true, accurate and complete without independent verification. We reserve the right to suspend or terminate your Profile if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete.

The Site permits Users to independently connect with Issuers and subscribe in securities offerings. However, you are expressly prohibited from doing the following acts: (a) using the Site, or any services and or tools if you are temporarily, or indefinitely, suspended from using the Site, services or any tools; (b) collecting personal information about other Users; (c) interfering with other Users’ listings; or (d) posting false, inaccurate, misleading, defamatory, or libelous content on the Site. NextGenOne grants you a limited, revocable, non-exclusive, non-transferable license to view, copy and print content on the Site for personal, non-commercial purposes. NextGenOne grants the operators of public search engines a limited, non-exclusive, non-transferable license to copy materials from the Site for the purpose of creating publicly available, searchable indices of Site content. We reserve the right to terminate or limit your access to the Site and/or the licenses granted herein for any reason and in our sole discretion. You agree not to modify, damage, disrupt, disable, overburden, impair, alter or interfere with the use, features, functions, operation, security or maintenance of the Site or the rights or use and enjoyment of the Site by any other person or entity in any manner.

You are prohibited from posting or transmitting any material on or through the Site that, in NextGenOne’s sole opinion, is or could be offensive, fraudulent, unlawful, threatening, disingenuous, libelous, defamatory, obscene, scandalous, inflammatory, pornographic or profane, or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. NextGenOne will fully cooperate with any law enforcement authorities or court order requesting or directing

NextGenOne to disclose the identity of anyone posting any such information or materials on the Site.

NextGenOne Policy for Investor Comments

The purpose of the Comments section is to provide a communication channel for investors and potential investors to engage with one another, and with the issuer. The Comments section allows investors to ask the issuer questions about the offering and allows investors to exchange ideas, opinions and feedback with other investors. In the spirit of “The Wisdom of the Crowd,” the communication channel is not curated by NextGenOne. Any individual who promoted an offering in exchange for compensation, or who is a founder or an employee of an issuer must disclose the fact that he or she is engaging in promotional activities on behalf of the issuer. Issuers are encouraged to participate in the communication channels so long as comments adhere to the following guidelines and do not violate the communication requirements as outlined in the Regulation Crowdfunding Rules. All comments are reviewed daily by the Account Services Team. Review is conducted on a daily basis and a log is kept in Admin for all flagged comments. The following types of comments are not permitted and will be removed:

- SPAM
- Direct or indirect solicitation of or promotion with respect to securities offerings on other sites. Direct or indirect solicitation of or promotion with respect to securities offerings on other sites may be misleading, are not permitted and will be removed. This includes both direct solicitation (“Check out this offering [LINK]”) or comments purporting to be genuine comments but that indirectly promote other offerings (“How does this offering compare to [LINK]?”). Commenters who genuinely wish to compare offerings made on other sites should raise specific questions about the issuer’s business, prospects or valuation
- Profanity or derogatory language based on presumed race, sex, age or national origin or sexual preference or otherwise coarse or inappropriate language or violates our Terms of Use
- Comments from Users of the Site, or any services and or tools, if they are temporarily, or indefinitely, suspended from using the Site, services or any tools
- Comments which attempt to collect personal information about other Users.
- Duplicate comments
- Comments which are not compliant, and have been posted by the Issuer
- Comments which include direct email addresses and suggest communication outside of the platform.

If the Account Services team sees a comment that they suspect violates our policy, it will be flagged, the CCO is notified and the CCO will make the final decision with respect to removal, or consult with legal counsel and related parties if needed. The Account Services Team does not have the authority to remove comments. If an investor or potential investor deletes their NextGenOne account, and had made any comments, the comments will remain, but the user name will be replaced with “Deleted User.”

No Representations or Warranties

To the extent permissible under law, NextGenOne assumes no liability or responsibility for any errors or omissions in the content of the Site. NextGenOne does not endorse or represent the completeness, reliability or accuracy of any content or information distributed through or accessed from the Site and has not performed any investigation into such information. NextGenOne shall not be liable for any investment decisions made based upon such information. You agree that any reliance upon any content or information distributed through or accessed from the Site is at your sole risk. NextGenOne is entitled to rely upon the information provided by its Users. You acknowledge and agree that NextGenOne does not provide any representation, warranty or assurance that the offering on the Site are made in accordance with state and/or Federal securities law, including the exemption to the sale of unregistered securities and the prohibition against the general solicitation of unregistered securities. Each Issuer, and not the Site, is responsible for ensuring that any securities offering is done in accordance with state, Federal law and regulations promulgated by the SEC and FINRA. We make no representation or warranties regarding the legality or compliance of any offering. NextGenOne has not reviewed all of the links provided on the Site and is not responsible for the content of any off-Site pages. Clicking on hyperlinks and visiting any off-Site pages is solely done at your own risk.

Digital Millennium Copyright Notice

We respect the intellectual property of others, and we ask you to do the same. If you or any user of our Site believes its copyright rights have been infringed on our Site, the copyright's) owner ("Complaining Party") should send notification to Our Designated Agent (as identified below) immediately. To be effective, the notification must include:

- A physical or electronic signature of the Complaining Party or such person authorized to act on behalf of the Complaining Party;
- Identification of the copyrights(s) claimed to have been infringed;
- Information reasonably sufficient to permit us to contact the Complaining Party or such person authorized to act on behalf of the Complaining Party, such as address, telephone number and, if available, an electronic mail address at which the Complaining Party may be contacted;
- Identification of the material that is claimed to be infringing the Complaining Party's copyrights(s) that is to be removed and information reasonably sufficient to permit us to locate such materials;
- A statement that the Complaining Party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or by law; and
- A statement that the information in the notification is accurate and, under penalty of perjury, the Complaining Party or such person authorized to act on behalf of the Complaining Party is the owner of an exclusive copyright that is allegedly infringed.

Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. § 512(c) ("DMCA"), NextGenOne's Designated Agent for notice of claims of copyrights infringement can be contacted at the addresses below.

Designated Agent for Claimed Infringement:
NextGenOne Foundation LLC, a division of RS Cares Foundation Inc.
Postal Address: 1718 Main St Ste 200A, Sarasota, FL 34236, USA
E-mail address: success@NextGen.One

You acknowledge, accept and agree that if we receive a notice of a claim of copyright infringement, we may immediately remove the identified materials from our Site without liability to you or any other party and that the claims of the Complaining Party will be referred to the United States Copyright Office for adjudication as provided in the DMCA.

Please note that this procedure is exclusively for notifying NextGenOne and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with our rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws. Allegations that other intellectual property right is being infringed should be sent to contact@NextGen.One.com. NextGenOne may, in its sole discretion, terminate the accounts of those who are accused of copyright infringement or other intellectual property rights.

Intellectual Property

All content and images on the Site are either the property of, or used with permission by NextGenOne. The use of the content or images by you or anyone authorized by you, is prohibited unless specifically permitted by these Terms of Use or provided elsewhere on the Site. By providing content on the Site, you grant us a royalty-free, non-exclusive, worldwide license, under your intellectual property rights, to copy, reformat, index, modify, display, distribute and put to commercial and other uses the Site. No compensation will be paid with respect to our use such content. NextGenOne neither warrants nor represents that your use of materials displayed on the Site will not infringe rights of third parties not owned or affiliated with NextGenOne.

The trademarks, logo and slogans displayed on the Site, including the mark NextGenOne, (collectively the "Trademarks") are owned by NextGenOne and others. Nothing on this Site should be construed as granting any license or right to use the Trademarks without written permission of NextGenOne or such third-party owner of the Trademarks. Your misuse of the Trademarks, or any other content on the Site, except as provided in these Terms of Use, is strictly prohibited. You are advised that NextGenOne will aggressively enforce its intellectual property rights to the fullest extent of the law.

Communications

You agree that NextGenOne may send communications to you via your mailing address, email, telephone or facsimile number provided by you on your Profile. You agree to notify us of any changes in your address or contact details. NextGenOne may also deliver information verbally. Communications shall be deemed delivered to you when sent and not when received. Your use of electronic signatures to sign documents legally binds you in the same manner as if you had manually signed such documents. The use of an electronic version of documents fully satisfies any requirement that such documents be provided you be provided to me in writing. If you sign electronically, you represent that you have the ability to access and retain a record of such documents. You agree that you are responsible for understanding these documents and agree to conduct business by electronic means.

You agree that any information that you transmit to the Site or NextGenOne in any manner including, but not limited to, pictures, videos, questions, comments, suggestions, website addresses and links to other website/articles, etc. is non-confidential and nonproprietary and can be used by NextGenOne or its affiliates for any purpose. NextGenOne is free to use any idea,

concepts, know-how, techniques, etc. contained in any communication to the Site of the NextGenOne for any purpose.

Disclaimer of Liability

Your use of the Site is solely at your own risk. To the fullest extent permissible by law, in no event shall NextGenOne, its affiliates, nor each of its affiliates' directors, employees, managers, agents, contractors, partners, suppliers, or content providers be liable for damages under contract, tort, strict liability, negligence, or any other legal or equitable theory arising out of your access to, or use of, the Site. Without limiting the foregoing, everything on the Site is provided to you "as is," "as available," and "when available" without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Please note that some jurisdictions may not allow the exclusion of implied warranties or limitation of incidental or consequential damages, so some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

NextGenOne assumes no responsibility for, and shall not be liable for, any damages to or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in the Site or your downloading of any materials, data, text, images, video, or audio from the Site. We do not, and cannot, guarantee that any Investor is actually an Accredited Investor (as defined above).

Although NextGenOne may from time to time monitor or review discussions, postings, transmissions, and the like on the Site, NextGenOne is under no obligation to do so and assumes no responsibility or liability arising from such content nor for any error, defamation, libel, slander, omission, falsehood, obscenity, profanity, danger or inaccuracy contained in any information within such locations on the Site. NextGenOne reserves the right to remove any content from the Site or to restrict access to the Site for any reason without notice.

Third-Party Sites

The Site may contain links to third party websites ("Third-Party Sites"). These links are provided only as a convenience to you. The inclusion of any link is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by NextGenOne of any information, materials, products, or services contained in or accessible through any Third-Party Site. In no event shall NextGenOne be responsible for the information contained on any Third-Party Sites or your use of or inability to use any Third-Party Sites. You acknowledge and agree that NextGenOne shall not be liable or responsible, directly or indirectly, for any damage or loss caused or alleged to be caused by or related to the use of or reliance on any content, goods, or services available through any third-party website or resource. YOU AGREE THAT ACCESS AND USE OF THIRD-PARTY SITES, INCLUDING THE INFORMATION, MATERIAL, PRODUCTS, AND SERVICES ON THIRD-PARTY SITES OR AVAILABLE THROUGH THIRD-PARTY SITES, IS SOLELY AT YOUR OWN RISK AND DISCRETION.

Your access and use of the Third-Party Sites are governed by the Terms of Use and Privacy Policies of these Third-Party Sites. We strongly encourage you to carefully review the Terms of Use and the Privacy Policies of any Third Party Services from which you access through our Site.

U.S. Jurisdiction

If you are located outside of the United States, you use or access the Site solely at your own risk and initiative. The Service is controlled and operated from facilities within the United States. NextGenOne makes no representations that the Service is appropriate or available for use in any other jurisdictions. Accessing the Service is prohibited from territories where the content on the Site is prohibited. Securities offerings are only directed at, or intended for purchase or investment by investors in jurisdictions that permit general solicitation of unregistered securities.

You acknowledge and agree that it is solely your responsibility to be aware of the applicable laws and regulations of your country of residence. Subscriptions to invest in any offering referred to on this Site must only be made on the basis of the offering document relating to the specific investment and through a registered entity.

The content, material and information contained on the Site does not constitute an offer or solicitation and may not be treated as an offer or solicitation (i) in any jurisdiction where such an offer or solicitation is against the law; (ii) to anyone to whom it is unlawful to make such an offer or solicitation; (iii) if the person making the offer or solicitation is not qualified to do so. The securities offered on this Site can only be marketed in certain jurisdictions only. You acknowledge and agree that it is solely your responsibility to be aware of the applicable laws and regulations of your country of residence. The content provided on this Site does not constitute an offer or solicitation to sell securities referred to on this Site, by anyone in any jurisdiction in which such offer, solicitation or distribution would be unlawful or in which the person making such offer or solicitation is not qualified to do so or to anyone to whom it is unlawful to make such offer or solicitation. Applications to invest in any offering referred to on this Site must only be made on the basis of the offering document relating to the specific investment and through a registered entity.

This Site is not directed at you if we are prohibited by any law of any jurisdiction from making the information on this site available to you. You should satisfy yourself before accessing the Site that we would be allowed to advertise investment products to you under the law of the jurisdiction in which you reside. It is your responsibility to be aware of and to observe all applicable laws and regulations of any relevant jurisdiction, including the one in which you reside.

Governing Law

These Terms of Use shall be governed by, construed and entered in accordance with the laws of the State of Florida applicable to contracts deemed to be made within such state, without regard to choice of law or conflict of law provisions thereof. In the event, any person or entity makes a claim or files a complaint initiating an action based on a dispute arising out of use of this Site or information posted to this Site, it shall be subject to the exclusive jurisdiction and venue of the Florida state courts located in Sarasota County and/or the United States District Court of the Central District of Florida, and each of the parties hereby agrees to the personal and exclusive jurisdiction and venue of such courts. YOU HEREBY WAIVE YOUR RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, ACTION OR PROCEEDING, DIRECTLY OR INDIRECTLY, ARISING OUT OF, OR RELATING TO, THESE TERMS OF USE TO THE FULLEST EXTENT PERMITTED BY LAW. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

Dispute Resolution

In the event of any claim, controversy or alleged dispute between you and NextGenOne, its members or affiliates (“Dispute”), you hereby agree to attempt in good faith to amicably resolve any Dispute at least 30 days before instituting any legal proceeding. Each party agrees to submit any Dispute for resolution by final binding arbitration after serving written notice, which notice shall set forth in detail the controversy, question, claim or alleged breach along with your attempt to resolve such Dispute. Upon such notice and attempt to resolve, the party may then commence an arbitration proceeding either (a) pursuant to the rules of the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules, before an arbitrator to be selected by the AAA or (b) with respect to offerings made pursuant to Regulation Crowdfunding where FINRA accepts jurisdiction over such arbitration, in accordance with FINRA’s arbitration rules Any such arbitration may only be commenced within one year after the party requesting arbitration obtains knowledge of the cause of action forming the basis of the controversy or claim accrued.

In any arbitration and subject to the ultimate discretion of the presiding arbitrator, each side will be limited to a maximum of one day of argument (including rebuttal), and the parties agree in good faith to minimize discovery burdens (e.g. confine the scope to actual areas in dispute and limit the topics and number of pages on which information is requested to matters directly relevant). The decision(s) of the arbitrator shall be final and binding and may not be appealed to any court of competent jurisdiction, or otherwise, except upon claim of fraud or corruption as by law provided, provided, however, that implementation of such decision(s) shall in no way be delayed or otherwise impaired pending the outcome of any such appeal. Judgment upon the award rendered in such arbitration may be entered by any court having jurisdiction thereof. You agree that all Disputes will be limited between you, individually, and NextGenOne. To the full extent allowable by law, you agree that no arbitration proceeding or other dispute resolution proceeding shall be joined with any other party or decided on a class-action basis.

Notwithstanding the foregoing, you agree that the following matters shall not, at the election of NextGenOne, be subject to binding arbitration: (1) any Dispute related to, or arising from allegations of criminal activity; (2) any Disputes concerning NextGenOne’s intellectual property rights; and (3) any claim for injunctive relief. All arbitration proceedings will take place in Florida, United States of America. Any Dispute not subject to arbitration shall be decided by a court of competent jurisdiction within Sarasota, Florida. Each party hereby waives any claim that such venue is improper or inconvenient.

Indemnification

You agree to indemnify, defend and hold NextGenOne and any of its affiliates, and any of its successors and assigns, and any of their respective officers, directors, employees, agents, representatives, licensors, advertisers, suppliers, and operational service providers harmless from and against any and all claims, actions, losses, expenses, damages and costs (including reasonable attorneys' fees), resulting from any breach or violation of these Terms of Use by you or arising from your use of the Site.

NextGenOne reserves the right to assume, at its sole expense, the exclusive defense and control of any such claim or action and all negotiations for settlement or compromise, and you agree to fully cooperate with NextGenOne in the defense of any such claim, action, settlement or compromise negotiations, as requested by NextGenOne.

Notification Procedures

We may provide notifications, including those regarding modifications to these Terms of Use, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our Site, as determined by us in our sole discretion. We reserve the right to determine the form and means of providing notifications to visitors. Note that you may opt out of certain means of notification as described in these Terms of Use. We are not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provided to us.

Electronic Signatures in Global and National Commerce Act/Uniform Electronic Transactions Act

The Federal Electronic Signatures in Global and National Commerce Act (“ESIGN”) and similar state laws, particularly the Uniform Electronic Transactions Act (“UETA”), authorize the creation of legally binding and enforceable agreements utilizing electronic records and signatures. ESIGN and UETA require businesses that want to use electronic records or signatures in consumer transactions to obtain the consumer’s consent to receive information electronically. When an Issuer or potential Investor registers on the platform, we obtain his or her consent to transact business electronically and maintain electronic records in compliance with ESIGN and UETA requirements.

Your use of electronic signatures to sign documents legally binds you in the same manner as if you had manually signed such documents. The use of electronic versions of documents fully satisfies any requirement that such documents be provided to you in writing. If you sign electronically, you represent that you have the ability to access and retain a record of such documents. You agree that you are responsible for understanding these documents and agree to conduct business by electronic means. You are obligated to review the Site periodically for changes and modifications and agree not to contest the admissibility or enforceability of the Site’s electronically stored copy of this Agreement in any proceeding arising out of this Agreement.

Although you consent to electronic delivery, you may elect to deliver communications by other means and such delivery shall not affect your consent. You may revoke consent to electronic delivery of communications and receive a paper version at your election. NextGenOne shall have a reasonable period to effect such a change and NextGenOne may charge you a reasonable fee for sending such paper copies. If you elect to use electronic delivery, you agree and represent that you have a suitable computer with Internet access, an email address and the availability to download, save and/or print communications to retain a record of such communications. You agree that you are solely responsible for maintaining such equipment and services required for online access.

Integration and Severability

The failure of NextGenOne to enforce any right or provision of these Terms of Use will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of NextGenOne. These Terms of Use and other referenced materials are the entire agreement between you and NextGenOne with respect to the Service, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and NextGenOne with respect to the Service and govern the future relationship. Except as expressly set forth in these Terms of Use, the exercise by either party of any of its remedies under

these Terms of Use will be without prejudice to its other remedies under these Terms of Use or otherwise. If for any reason a court or arbitral, as applicable, of competent jurisdiction finds any provision of these Terms of Use invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms of Use will remain in full force and effect and enforceable.

Text Messaging

If you provide your mobile phone number to us, by doing so you consent to receive text message alerts from us containing product, event, or promotional information in a text or SMS message ("Text Messages"). You can unsubscribe from receiving Text Messages at any time by replying "STOP" to one of our Text Messages.

Miscellaneous

Except as expressly provided in these Terms of Use, there shall be no third-party beneficiaries to the Terms of Use. NextGenOne shall have the right to assign its rights or delegate any of its responsibilities under these Terms of Use to an affiliate or in connection with a merger, consolidation or reorganization of NextGenOne for the sale of substantially all of its assets. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. You further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

These Terms of Use contain the entire understanding between you and NextGenOne relating to the Site and NextGenOne's services. These Terms of Use supersede any other Terms of Use or agreement regarding the Site and NextGenOne's services prior to the Effective Date below. These Terms of Use were last updated on June 15, 2018.

If you have any questions, feedback or comments about these Terms of Use, the practices of this Site, or your dealings with this site, please contact us via email: success@NextGen.One.

Effective Date

These Terms of Use Were Last Updated On June 17, 2018.