

VENTURE LANE CONNECT TERMS OF USE

Last modified April 19th, 2021

THESE TERMS OF USE CREATE A LEGAL AGREEMENT (THIS “AGREEMENT”) BETWEEN VENTURE LANE BOSTON CO-WORKING AND INCUBATION, LLC (“VENTURE LANE” OR “WE” OR “US” OR “OUR”) AND THE USER OF THE SERVICE ENTERING INTO THIS AGREEMENT (“YOU” OR “YOUR”) YOU SHOULD CAREFULLY READ THIS AGREEMENT. THIS AGREEMENT GOVERNS YOUR USE OF THE VENTURE LANE CONNECT PLATFORM, WHICH OFFERS TO MEMBERS AND OTHER USERS (“USERS”) SERVICES, INCLUDING MENTORSHIP, PEER TO PEER COMMUNICATION, NETWORKING, EVENTS, CONTENT, AND OTHER SERVICES, AND WHICH INCLUDES AN ASSOCIATED SLACK CHANNEL FOR USE BY USERS IN CONNECTION WITH SUCH SERVICES (ALONG WITH ASSOCIATED AND SUCCESSOR WEBSITES, APPLICATIONS, FEATURES, INFORMATION, AND SERVICES, OR ANY PART THEREOF, THE “SERVICE”). BY USING OR ACCESSING THE SERVICE, OR BY REGISTERING ANOTHER PERSON TO USE THE SERVICE, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, OR YOU ARE BELOW THE AGE OF MAJORITY IN THE JURISDICTION IN WHICH YOU ARE LOCATED YOU ARE NOT PERMITTED TO USE THE SERVICE. VENTURE LANE IS NOT LIABLE FOR THE USE OF THIS SERVICE BY, OR FOR ANY CONTENT OR ADVERTISEMENTS VIEWED BY, MINOR CHILDREN IN VIOLATION OF THIS AGREEMENT.

1. Changes to this Agreement. Except with respect to Section 15.4 (Mandatory Arbitration), Venture Lane reserves the right, in its sole discretion, to change, modify, replace, add to, supplement or delete any terms and conditions of this Agreement at any time; provided, however, that Venture Lane will use reasonable efforts to provide you with notification of any material changes (as determined in Venture Lane’s sole discretion) by email, postal mail, website posting, pop-up screen, or in-service notice. You should visit this page whenever you use the Service to review this Agreement and learn if any terms have changed. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you must immediately stop using the Service. Your continued use of the Service following any revision to this Agreement constitutes your complete acceptance of any and all such changes.

2. No Endorsement. All text, images, articles, photographs, illustrations, audio, graphics, graphs, video clips, and other materials available through the Service (including without limitation material on the Service’s Public Areas (as defined below) (the “Content”)) are provided solely for your informational benefit and have not been vetted by Venture Lane. Your reliance on the Service and the Content is at your own risk. Venture Lane does not endorse, guarantee, warranty, or assume responsibility for any Content, advice, opinions, recommendations, communications or other information that may be provided or referenced on or through the Service, whether provided by Venture Lane, any other User or third party. Venture Lane does not endorse, guarantee, warranty, or assume responsibility for the assignment or match of any given mentor with any given mentee through the Service or make any representation or warranty with respect to the background, experience or qualifications of any given mentor or mentee. The Service hereunder is designed for informational purposes only. Venture Lane has no responsibility for or involvement with any mentor-mentee or other relationship that exists or comes to exist between or among Users of the Service. Venture Lane has the right but not the obligation to monitor and edit all Content provided by Users.

3. Access to the Service.

3.1. Subject to your acceptance of and compliance with this Agreement, Venture Lane grants to you a non-exclusive, non-transferable, revocable limited license to use the Service and associated Content for your personal non-commercial use. You agree not to use the Service for any other purpose, or to download, save, copy or distribute the Content that is not owned by or

contributed by you except strictly in connection with your proper use of the Service or as specifically allowed in this Agreement. Venture Lane may change, modify, suspend, or discontinue in its entirety or any aspect of the Service at any time. Venture Lane may also impose limits on certain features or restrict or prohibit your access to parts or all of the Service at any time, all without notice or liability.

3.2. You agree that the Content may be viewed and accessed only by Users and not by any other website or web publisher.

3.3. Your use of the Service is conditioned upon your compliance with this Agreement and any use of the Service in violation of this Agreement may constitute infringement of Venture Lane's copyrights in and to the Service and Content (as applicable). Venture Lane reserves the right to terminate your access to the Service without notice if you violate this Agreement, the constitution, or for any reason at Venture Lane's discretion.

3.4. In certain instances, Venture Lane or its vendors may require you to provide proof of identity to access or use the Service, and you agree that you may be denied access or use of the Service if you refuse to provide proof of identity.

3.5. Individuals under the age of majority in the jurisdiction in which they are located may not use the Service.

4. Ownership of Intellectual Property.

4.1. Unless otherwise specified in writing, all Content and other materials that are part of the Service are owned, controlled, or licensed by Venture Lane and its licensors and are protected by law from unauthorized use. The entire Contents of the Service are copyrighted under the U.S. copyright laws and/or similar laws of other jurisdictions. Venture Lane, and the Venture Lane logos, are trademarks of Venture Lane and may not be used without the express written permission of Venture Lane.

4.2. You do not acquire any ownership rights by using the Service, or by copying or downloading material from the Service.

4.3. You agree not to copy, redistribute, publish or otherwise exploit Content, except as expressly permitted herein, without the express prior written permission of Venture Lane.

4.4. You hereby assign to Venture Lane all right, title, and interest in and to all comments, feedback, blog or forum statements, suggestions, ideas, emails, and other submissions disclosed or submitted to Venture Lane in connection with your use of the Service (collectively, "Submissions"), including any intellectual property rights therein and thereto. Accordingly, you acknowledge and agree that Venture Lane may use such Submissions in any manner Venture Lane may desire, including, but not limited to, to make, have made, use, , import, reproduce, modify, create derivative versions of, distribute, publicly display and publicly perform such Submissions, in any and all forms and media now known or hereafter devised, without compensation to you and without identifying you as the creator. You agree that the provisions in this Section 4 will survive any termination of your account(s), the Service, or this Agreement.

4.5. "Your Information" is defined as any Submissions, information or content you provide to Venture Lane or other Users, or to which you provide Venture Lane or other Users access, in the registration or transaction process (including without limitation your name, photograph); in any Public Areas (as defined below), as well as your User profile and in-Service messages (including those between Users); or through any e-mail or other feature of the Service.

4.6. You hereby grant to Venture Lane a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers), and transferable right, license, and permission, in all forms and media, now known or hereafter devised, to exercise all rights you have in Your

Information (including without limitation to use, adapt, reproduce, distribute, edit, exhibit, publicly display, publicly perform, and publish your name and photograph) in connection with providing the Service. You represent and warrant that you own Your Information or have the right to use it and the right to grant the rights and licenses set forth above.

4.7. You hereby waive any right you may have to inspect or approve the materials that may be used in connection with your name and/or photograph, or the uses made of Your Information in connection with providing the Service. You hereby waive and release any claims you may have against Venture Lane for any damages, costs or liabilities you incur from Venture Lane's use of Your Information, including but not limited to damages caused by any distortion, alteration, optical illusion or composite use, whether intentional or otherwise, that may occur in making, processing, duplicating, distributing or displaying Your Information.

4.8. You agree to include, and to not remove or alter, Venture Lane's trademark, copyright or other proprietary rights notices, as provided by Venture Lane on or in connection with the Service, when using or sharing content, or otherwise using the Service, and you agree to comply with usage guidelines that may be provided by Venture Lane from time to time. You agree that all goodwill that arises in connection with your use of Venture Lane trademarks inures exclusively to Venture Lane, and you agree not to challenge Venture Lane's ownership or control of any Venture Lane trademarks, nor use or adopt any trademarks that might be confusingly similar to such Venture Lane trademarks.

5. Intentionally Omitted.

6. Public Areas. The Service may feature various community areas and other public forums, including but not limited to blogs or member communities, discussion boards, question and answer areas and comment areas including without limitation the associated Slack channel for use by Users in connection with the Service (the "Public Areas"). If you use a Public Area you are solely responsible for your own Submissions, the consequences of posting your Submissions, and your reliance on any information in the Public Areas or other areas of the Service. If you feel threatened or believe that someone else is in danger, you should contact your local law enforcement agency immediately. Any information you share, including without limitation any discussions with others, in any online Public Area is by design open to the public and is not private. The Venture Lane Parties (as defined herein) reserve the right, but shall not be obligated, to record any dialogue or exchanges in the Public Areas of the Service. The Venture Lane Parties shall have no responsibility for any actions taken, or failures to take action, with respect to the Public Areas of the Service or any submissions by you or other Users. As with any public forum on any website, the information you post may show up in third-party search engine results.

7. Passwords. Venture Lane has several tools that allow you to record and store information in your account. You are responsible for all actions on the Service by you or under your password or account and for taking all reasonable steps to ensure that no unauthorized person shall have access to your password or account. Nobody but you may use your password or your account and you are responsible for all actions taken by individuals who use the Service through your password or account in contravention of the foregoing. Without limiting the foregoing, it is your sole responsibility to (1) control the dissemination and use of any login code and password; (2) authorize, monitor, and control access to and use of your Service account and password; (3) promptly inform Venture Lane of any need to deactivate a password. You grant Venture Lane and all other persons or entities involved in the operation of the Service the right to transmit, monitor, retrieve, store, and use any information recorded and/or stored in your account in connection with the operation of the Service.

8. Usage Rules. As a condition of your use of and access to the Service, you agree to comply with any application-, tool-, or content-specific rules published within the Service as well

as the following usage rules, which Venture Lane may modify or supplement in its discretion from time to time (with notice to you of material changes, per Section 1). You agree that you will not, in regard to the Service (as determined by Venture Lane in its discretion):

- (a) Copy, adapt, reverse engineer, decompile, reverse assemble, modify or attempt to discover any software (source code or object code) that the Service creates to generate web pages or any software or other products or processes accessible through the Service;
- (b) use or launch, develop or distribute any automated system, including, without limitation, any spider, robot (or "bot"), cheat utility, scraper or offline reader that accesses the Service, or use or launch any unauthorized script or other software;
- (c) distribute any virus, time bomb, trap door, Trojan horse, worm, malware, ransomware or other harmful, malicious or disruptive computer code, mechanism, software, script, agent or program;
- (d) cover or obscure any notice, legend, warning, banner or advertisement contained on the Service;
- (e) interfere with or circumvent any security feature of the Service or any feature that restricts or enforces limitations on use of or access to the Service;
- (f) sell the Service or any part thereof in exchange for real currency or items of value;
- (g) violate any applicable law, including without limitation any applicable export laws;
- (h) disclose confidential information of a third-party without proper consent (including to any other User);
- (i) in registering for the Service, provide a user name other than your real name;
- (j) harvest or otherwise collect information about others, including email addresses, without their permission for posting or viewing Submissions;
- (k) infringe or violate the rights of any other party, including without limitation any intellectual property rights or rights of privacy or publicity;
- (l) engage in conduct that is obscene, offensive, pornographic, fraudulent, deceptive, defamatory, threatening, harassing, abusive, slanderous, hateful, or causes embarrassment to any other person;
- (m) further any chain letters or pyramid schemes, transmit unsolicited messages, or engage in "spam;"
- (n) deliberately mislead anyone as to your identity, impersonate another, falsely identify the source of any Submissions, or allow another person or entity to use your identity in order to access the Service or post or view Submissions;
- (o) engage in conduct that conflicts with the spirit or intent of the Service, including without limitation, by disrupting the flow of dialogue in a Public Area (as defined above), restricting any other user from using or enjoying the Service, or exposing Venture Lane or another to any liability or detriment of any kind; or
- (p) use automated queries, including screen and database scraping, spiders, robots, crawlers, information harvesting,, and any other automated activity with the purpose of obtaining Content, information or data from the Service, unless you receive the express written permission of Venture Lane; or

(q) hold other Users of the Service accountable for their advice, opinions, or recommendations offered through the Service.

9. Compliance with Laws. You agree to comply with all applicable laws in connection with your use of the Service.

10. Child Online Protection Act Notification. Pursuant to 47 U.S.C. § 230(d) as amended, Venture Lane hereby notifies you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying providers of such protection is available at the following links:

[http://staysafeonline.org/stay-safe-online/;](http://staysafeonline.org/stay-safe-online/)

[https://www.consumer.ftc.gov/features/feature-0038-onguardonline.](https://www.consumer.ftc.gov/features/feature-0038-onguardonline)

Please note that Venture Lane is not affiliated with the above listed sites, nor is the above intended as an endorsement of any of the products or services listed on such sites.

11. Disclaimers: Limitations: Waivers of Liability.

11.1. YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK AND IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT THIS DISCLAIMER IS PROHIBITED UNDER APPLICABLE LAWS, AND WITH ANY LEGALLY REQUIRED WARRANTY PERIOD LIMITED TO THE SHORTER OF 30 DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NEITHER VENTURE LANE NOR ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS, DISTRIBUTORS, LICENSEES OR LICENSORS (COLLECTIVELY, "VENTURE LANE PARTIES") WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, UNCORRUPTED, TIMELY, OR ERROR-FREE, THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED.

11.2. THE VENTURE LANE PARTIES FURTHER MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICE OR THE CONTENT WILL BE ACCURATE, RELIABLE, COMPLETE, CURRENT, OR TIMELY. THE SERVICE MAY BE TEMPORARILY UNAVAILABLE FROM TIME TO TIME FOR MAINTENANCE OR OTHER REASONS. VENTURE LANE IS NOT RESPONSIBLE FOR TECHNICAL MALFUNCTIONS OR OTHER PROBLEMS OF TELEPHONE NETWORKS OR SERVICES, COMPUTER SYSTEMS, MOBILE PHONE EQUIPMENT, SOFTWARE, OR EMAIL, INCLUDING TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY SITE OR COMBINATION THEREOF, INCLUDING INJURY OR DAMAGE TO A USER'S OR TO ANY OTHER PERSON'S COMPUTER, MOBILE PHONE, OR OTHER HARDWARE OR SOFTWARE, RELATED TO OR RESULTING FROM USING OR DOWNLOADING MATERIALS IN CONNECTION WITH THE WEB AND/OR IN CONNECTION WITH THE SERVICE.

11.3. YOUR RELIANCE ON THE SERVICE OR THE CONTENT IS AT YOUR OWN RISK. THE VENTURE LANE PARTIES DO NOT ENDORSE, GUARANTEE, WARRANTY, OR ASSUME RESPONSIBILITY FOR ANY CONTENT, ADVICE, OPINIONS, RECOMMENDATIONS, COMMUNICATIONS OR OTHER INFORMATION THAT MAY BE PROVIDED OR REFERENCED ON OR THROUGH THE SERVICE, WHETHER PROVIDED BY VENTURE LANE, A MENTOR OR MENTEE OR ANY OTHER USER OR THIRD PARTY. THE VENTURE LANE PARTIES FURTHER DO NOT ENDORSE, GUARANTEE, WARRANTY, OR ASSUME RESPONSIBILITY FOR THE ASSIGNMENT OR MATCH OF ANY GIVEN MENTOR

WITH ANY GIVEN MENTEE THROUGH THE SERVICE OR MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE BACKGROUND, EXPERIENCE OR QUALIFICATIONS OF ANY GIVEN MENTOR OR MENTEE. THE SERVICE HEREUNDER IS DESIGNED FOR INFORMATIONAL PURPOSES ONLY. THE VENTURE LANE PARTIES HAVE NO RESPONSIBILITY FOR OR INVOLVEMENT WITH, AND SHALL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH, ANY MENTOR-MENTEE OR OTHER RELATIONSHIP THAT EXISTS OR COMES TO EXIST, OR ANY OTHER INTERACTION BETWEEN OR AMONG USERS OF THE SERVICE.

11.4. THE VENTURE LANE PARTIES WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION, THE USE OR MISUSE OF SUBMISSIONS OR CONTENT IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE, WHETHER OR NOT THE VENTURE LANE PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT THE FOREGOING EXCLUSION OF LIABILITY IS FOUND BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, AND A DETERMINATION IS MADE THAT VENTURE LANE IS LIABLE, UNDER NO CIRCUMSTANCES WILL THE VENTURE LANE PARTIES BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID VENTURE LANE IN THE 90 DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT THE CLAIM.

11.5. TO THE FULLEST EXTENT PERMITTED BY LAW, THESE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICE UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE).

11.6. Release. You forever release, discharge, and covenant not to sue the Venture Lane Parties from any and all liability, claims, actions, and expenses that may arise, whether caused by the negligence of the Venture Lane Parties or otherwise, in connection with your use of the Service or your interaction with any party through or as a result of the Service. In other words, you cannot sue the Venture Lane Parties if anything happens to you or your property from using the Service or interacting with any party through the Service. You agree that the provisions in this paragraph will survive any termination of your account(s), the Service, or this Agreement.

12. Indemnification. You agree to defend, indemnify and hold harmless the Venture Lane Parties from and against all liability, claims, actions and expenses, including attorneys' fees and costs, arising out of your use of the Service or your breach or alleged breach of any term, condition, obligation, representation or warranty in this Agreement. You agree that the provisions in this paragraph will survive any termination of your account(s) the Service, or this Agreement.

13. Copyright Policy: Objectionable Content: If you believe your rights have been violated by, or you otherwise object to, any posting, content or information on the Service, please contact us promptly so we can evaluate the claim and take appropriate action. If your complaint includes a claim of copyright infringement, the following policy will apply:

It is Venture Lane's policy to respond promptly to claims of copyright infringement, and to remove, or disable access to, infringing material. If you believe that any of the content or materials appearing on this Service contain infringements, please send a notice to our designated agent at the address stated below. Your notice should contain the following: a physical or electronic signature of a person (i.e., claimant) authorized to act on behalf of the copyright owner; identification of the copyrighted work claimed to be infringed; identification of the content or material claimed to be infringing; a reference or link to the infringing material or activity, or the subject of the infringing activity, including information to enable us to locate that material or

reference; the address, telephone number or email address of the claimant; a statement that the claimant has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and a statement that the information in the notice is accurate and, under penalty of perjury, that the claimant is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Venture Lane will also terminate a user's account if a user is deemed to be a repeat infringer, namely, one who has been notified of bona fide infringing activity more than twice. Our designated agent, to whom you should direct your infringement claim (or other complaints), is:

Attention:
Elizabeth Scherer
Venture Lane
55 Court Street, Floor 2
Boston, MA 02108
Telephone Number: 617-263-8440
E-mail: admin@theventurelane.com

14. Third Party Sites and Products. We may include links to third-party sites or services, or information about third-party products or services, which are typically subject to service terms and policies that differ from ours. Therefore, you should review the terms of use and privacy policies of all sites and services linked to from or referred to by our Service. We do not endorse or take responsibility for these third party offerings, nor do we vet or take responsibility for third-party sites, services or products or for the postings or communications of other users.

15. Governing Law/Waiver of Injunctive Relief.

15.1. This Agreement and all aspects of the Service will be governed by and construed in accordance with the internal laws of the U.S. and the Commonwealth of Massachusetts governing contracts entered into and to be fully performed in Massachusetts (thus, without regard to conflict of laws provisions) regardless of your location. With respect to any disputes or claims not subject to informal dispute resolution or arbitration (as set forth below), you agree not to commence or prosecute any action in connection therewith other than in the state or federal courts located in Boston, Massachusetts, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts located in Boston, Massachusetts.

15.2. You acknowledge that the rights granted, and obligations made hereunder to Venture Lane are of a unique and irreplaceable nature, the loss of which will irreparably harm Venture Lane and which cannot be replaced by monetary damages alone, so that Venture Lane will be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety) in the event of any breach or anticipatory breach by you. You irrevocably waive all rights to seek injunctive or other equitable relief and agree to limit your claims to claims for monetary damages (if any).

15.3. To expedite resolution and control the cost of any dispute, controversy or claim related to this Agreement ("Dispute"), you and Venture Lane agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations commence upon written notice from one person to the other. You will send your notice Venture Lane, 55 Court Street, Boston, MA 02108

15.4. Mandatory Arbitration. If you and Venture Lane are unable to resolve a Dispute through informal negotiations within 30 days, either you or Venture Lane may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party will be final and binding on the other. YOU

UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration will be commenced and conducted under the Streamlined Arbitration Rules and Procedures (the "Rules") of JAMS, which is available at the JAMS website www.jamsadr.com. The determination of whether a Dispute is subject to arbitration will be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and your share of arbitrator compensation will be governed by the Rules. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so.

15.5. Notwithstanding the above, you and Venture Lane agree that arbitration will be limited to the Dispute between Venture Lane and you individually. To the full extent permitted by law, (a) no arbitration will be joined with any other; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

15.6. You and Venture Lane agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of your or Venture Lane's intellectual property rights; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (c) any claim for injunctive relief or to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

16. Waiver/Severability.

16.1. The failure of Venture Lane to require or enforce strict performance by you of any provision of this Agreement or to exercise any right under any provision of this Agreement will not be construed as a waiver or relinquishment of Venture Lane's right to assert or rely upon any such provision or right in that or any other instance.

16.2. You and Venture Lane agree that if any portion of this Agreement, except any portion of Section 15.4, is found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision will, as to such jurisdiction, be ineffective to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of this Agreement, which will continue to be in full force and effect. If Section 15.4 is found to be illegal or unenforceable then neither you nor Venture Lane will elect to arbitrate any Dispute falling within that portion of Section 15.4 found to be illegal or unenforceable and such Dispute will be decided by a court of competent jurisdiction within Boston, Massachusetts, and you and Venture Lane agree to submit to the personal jurisdiction of that court.

17. Term and Termination. This Agreement will remain in effect as long as your account is up-to-date and you remain in compliance with the terms hereof, unless it has been voluntarily suspended or terminated by you or Venture Lane. You may terminate this Agreement by 30 days' written notice to Venture Lane and by destroying all Service-related materials obtained from the Service, Venture Lane or any other web site or source. The privileges granted to you under this Agreement will terminate immediately and automatically without notice from Venture Lane if, in our sole discretion, you fail to comply with any term or provision of this Agreement or for any reason in Venture Lane's sole discretion. Following the termination of this Agreement, your account(s), or the Service, Venture Lane shall retain all rights to the Submissions pursuant to this Agreement.

18. Miscellaneous. Venture Lane operates and controls the Service from its offices in the United States. Venture Lane makes no representation that the Service is appropriate, lawful or

available in other locations. The information provided on the Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Venture Lane to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Service from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. Neither the course of conduct between the parties nor trade practice will act to modify this Agreement. Venture Lane may assign this Agreement to any party at any time without any notice to you. You may not assign this Agreement without Venture Lane's prior written consent. This Agreement contains the entire understanding of you and Venture Lane's, and supersedes all prior understandings between the parties concerning its subject matter, and cannot be changed or modified by you. Upon Venture Lane's request, you will furnish Venture Lane with any documentation, substantiation or releases necessary to verify your compliance with this Agreement. You agree that this Agreement will not be construed against Venture Lane by virtue of having drafted it. You hereby waive any and all defenses you may have based on the electronic form of this Agreement and the lack of signing by the parties hereto to execute this Agreement.

19. Construction. In this Agreement, unless a clear contrary intention appears: (i) where not inconsistent with the context, words used in the present tense include the future tense and vice versa and words in the plural number include the singular number and vice versa; (ii) reference to any person includes such person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement; (iii) reference to any gender includes each other gender; (iv) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and includes all addenda, exhibits and schedules thereto; (v) the titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement; (vi) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Section or Subsection of this Agreement; (vii) "including" (and with correlative meaning, "include") means including without limiting the generality of any description preceding such term; (viii) any reference to "dollars" means United States Dollars; (ix) all references to "days" refer to calendar days; and (x) the word "or" is not exclusive. This Agreement has been executed in English and the English language version shall control notwithstanding any translations of this Agreement. Unless otherwise expressly permitted under this Agreement, all deliverables will be in English.

20. Statute of Limitations. You and Venture Lane both agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filed within ONE (1) YEAR after such claim or cause of action arose (or, if longer, within the shortest statute of limitations for such claim which the parties may establish by agreement) or the claim will be forever barred.

21. Questions? If you have any questions about this Agreement, its terms, your account or your rights hereunder, or if you have any complaints or claims, please contact: General Manager, Venture Lane Boston, 55 Court Street, Boston MA 02108, telephone: 617-263-8440, email: contact@theventurelane.com.

22. Charges. You understand that while there may be no charge for the Service during the beta release, thereafter your use of the Service may result in charges to you for the services you receive ("Charges"). The current Charges are viewable at [\[LINK\]](#) The Charges for your use of the Service may change at any time. Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by Venture Lane. Any request for lower Charges or disagreement with the Charges should be addressed to Venture Lane by contacting contact@theventurelane.com.

We reserve the right to establish, remove and/or revise Charges for any or all aspects of the Service at any time in our sole discretion, by posting or otherwise delivering notice to you. Any use of the Service after a notice of new or revised Charges has been posted on the Site or delivered to you will be deemed your acceptance of these new or revised Charges. To the extent permitted by applicable law, with respect to any paid Service subscription, you agree and acknowledge that you are not entitled to any refund for any amounts which were pre-paid on behalf of your account prior to any termination of your account. However, if you voluntarily cancel your paid Service subscription, the termination of your account will not occur until the end of the subscription period for which you have paid, and you will be able to continue using your account until such time.

Venture Lane may from time to time provide certain users with promotional offers and discounts that may result in different Charges for the same or similar Service, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Service or the Charges applied to you.