

General Terms and Conditions of Use

Updated: 10/10/2016

About Us

Equities Nest Venture Capital, together with its subsidiaries, and with its and their respective directors, officers, employees, agents, suppliers, partners, and content providers (individually and collectively, "we," "us," "our," or "Equities Nest Venture Capital"), is owned by Equities Nest Venture Capital (Pvt) Ltd corporation that owns and operates www.equitiesnest.co.zw ("Website"). Equities Nest is headquartered in Zimbabwe, 6 Hodson Ave, Alex Park, Harare. Equities Nest Venture Capital is the equity crowd-funding platform of the future where small investments ignite big ideas within Zimbabwe. We provide an avenue for projects, causes, entrepreneurs, and business owners to gain access to necessary capital from investors and contributors interested in their initiatives in exchange for either equity in the venture and/or non-equity perks. In this document Equities Nest (Pvt) Ltd and Equities Nest Venture Capital shall be used interchangeably.

The Agreement

Any and all use (the term "use" shall hereinafter also include in its meaning any access of Website) of Website and participation in services provided by Equities Nest Venture Capital or in connection with the Website in any manner ("Services") is governed by these General Terms and Conditions of Use ("Terms") and the Privacy Policy ("Policy"), (collectively, the "Agreement"). The Agreement constitutes a contract between you and Equities Nest Venture Capital and governs your use of the Website and Services and sets forth the terms and conditions between you and Equities Nest Venture Capital when you use the Website. By using the Website, you agree to be bound by the Agreement, whether you become registered on the Website as a business owner seeking capital ("Issuer") for a securities offering ("Offering"), a project owner or entrepreneurs seeking contributions ("Campaign Owner" (Issuers and Campaign Owners or Investment Opportunities Owners are collectively referred to as "Project Owner or Entrepreneur")) for a non-securities rewards campaign ("Campaign"), an investor searching for Projects to invest in ("Investor"), a backer searching for Campaigns to fund ("Backer") (Investors and Backers are collectively referred to as "Contributors or Investors"), or a general user otherwise using the Website or Services without registering ("General User") (Issuers, Campaign Owners, Investors, Backers, and General Users are collectively referred to as "Users").

The Agreement is in addition to any other agreements between you and Equities Nest Venture Capital, including any customer or account agreements and any other agreements that govern your use of information, content, tools, products and services available on and through the Website or Services. If you wish to become a User, you must read all of the terms and conditions in, and linked to, the Agreement (including any additional agreements for Project Owners, Investors, Backers, and General Users which are hereby incorporated by reference). If you do not

agree with and accept all of the terms of the Agreement and all additional terms, you are not eligible to participate in the Services or use the Website, and must refrain from doing so. The ability for a User to use the Website is a conditioned upon acceptance of, and compliance with, the Agreement. If you breach any of the terms of the Agreement, your right to use the Website or Services will terminate immediately.

The Agreement does not apply to the practices of companies that Equities Nest Venture Capital does not own or control or to individuals whom Equities Nest Venture Capital does not employ or manage. Equities Nest Venture Capital reserves the right to use and control the information collected on the Website. By using the Website, you acknowledge that you have read and understood the Agreement and consent to the practices described in the Agreement. The Agreement does not alter in any way the terms or conditions of any other agreement you may have with Equities Nest Venture Capital in connection with your participation in the Services.

Use of certain Services or Website content in certain areas of the Website may require you to register and agree with and accept different terms and conditions posted, or additional terms and conditions. If there is a conflict between this Agreement and terms posted for a specific area of the Website, the latter terms accessed by you will take precedence with respect to your use of that area of the Website, Services or Website content. Equities Nest Venture Capital may change the terms of the Agreement from time to time without any notice to you. Your continued use of Website or Services following any changes to the Agreement constitutes acceptance of those changes. You will be bound to the version of the Agreement in effect on the date you access the Website. You are responsible for reviewing the most current version of the Agreement by visiting the Website and clicking on both the “Terms and Conditions” and “Privacy Policy” hyperlinks located at the bottom of the Website. In addition, you are responsible for setting the cache settings on your browser to ensure you are receiving the most recent data.

Eligibility Criteria

The Website is intended to be used by adults. It is not intended for use by children. The Service is available only to individuals who are at least eighteen (18) years old or between the ages of thirteen (13) and seventeen (17) with the consent and supervision of their respective legal guardian. All Offerings are intended for adults only. Children are not permitted to invest in any Offering. If you are an Investor you represent and warrant that if you are of legal age to form a binding contract, and that all registration information you submit is accurate and truthful. If you accept or agree to the terms in the Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to this Agreement and, in such event, "you" and "your" will refer and apply to that company or other legal entity. Equities Nest Venture Capital may, in its sole discretion, refuse to offer access to the Website or Service to any person or entity and change its eligibility criteria at any time. Some Projects and Services may not be available. This provision is void where prohibited by law and the right to access the Website or Service is revoked in such jurisdictions. Your use of certain Services and areas of the Website may subject to eligibility criteria set forth in additional terms. Regardless of any User's eligibility, Equities Nest Venture Capital is under no obligation whatsoever to display any User Submission (as defined in Section 8) submitted by you.

Registration

General Users may browse the Website and access content and some Services without registering. However, as a condition to using certain aspects e.g Investments Opportunities Portal of the Website or Service, you may be required to register and subscribe with Equities Nest Venture Capital and select a User ID and Password. Equities Nest Venture Capital reserves the right to refuse registration of, or cancel a User ID and domain in its sole discretion. When creating your User ID, you agree that you will not:

- select or use as a User ID or domain a name of another person with the intent to impersonate that person;
- create and/or use as a User ID or domain a name subject to any rights of any person other than yourself without appropriate authorization; or
- use as a User ID or domain a name that is otherwise offensive, vulgar or obscene.

You are solely responsible for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your Password. You, not Equities Nest Venture Capital, are solely liable for any losses or damage you incur as a result of any unauthorized use of your account regardless of the reason. However, you may be liable to Equities Nest Venture Capital or others for losses and damages caused by such unauthorized use. You may never use another user's account without such other user's express permission. In the event that you discover any unauthorized use of your account or other account-related security breach, you must immediately notify Equities Nest Venture Capital, in writing.

During the registration process, you may be prompted with registration forms on the Website or you may be asked to provide documentation necessary to complete registration. By initiating the Equities Nest Venture Capital registration process you agree to:

- provide accurate, complete, and updated registration information;
- maintain the security of your password and identification;
- maintain and promptly update your registration information and any other information that you provide to Equities Nest Venture Capital, to keep it accurate, current and complete; and
- accept all risks of unauthorized access to your registration information and any other information you provide to Equities Nest Venture Capital.

Failure to submit required registration information within the time period allotted by Equities Nest Venture Capital will constitute a breach of this Agreement, which may result in immediate termination of your Equities Nest Venture Capital account, or failure to register, thus failing to access certain aspects of the Service.

Projects

Equities Nest Venture Capital is a platform designed to enable and facilitate fundraising efforts (“Projects”) for Project Owners seeking to raise money. Each Project Owner may receive an exclusive Project web page (“Project Page”) on which the Project Owner’s fundraising effort, target funding amount, and fundraising campaign materials may be featured. On this Project Page, Contributors can pledge to give money to the Project in exchange for something in return. Each Contributor receives an exclusive profile web page (“Contributor Profile”) on which the Contributor’s activity and volunteered personal information is featured. The Service allows a Contributor to submit, transmit, and upload content to the Contributor Profile. In connection with User Submissions (defined below in Section 8) by Contributors, Contributors grant Equities Nest Venture Capital a non-exclusive, royalty-free, worldwide right to use (and permit Users to use) distribute, collect, host, and display, the Project and investment content (including any trademarks, service marks, or other proprietary right), in connection with the Service. The Service allows a Project Owner to submit, transmit, and upload Project content to its Project Page. Submission (defined below in Section 8) of any materials by no ways means that any such materials will be published on the Website. Equities Nest Venture Capital cannot guarantee that any material, content, or information that you submit, published or unpublished, will be kept private or confidential. You submit any such material, content, or information at your own risk. If published to the Website, Project owners are offering Users an opportunity to enter into a legal contract. Through payment processors Equities Nest Venture Capital facilitates transactions related to Campaigns. Equities Nest Venture Capital does not oversee the performance of Projects or guarantee any results whatsoever. Thus, all dealings are solely between Users and Equities Nest Venture Capital shall not be a party in any dealings and/or contract between users.

By Contributing to a Project, you agree:

- that you alone are solely responsible for compliance with all laws (tax, securities, contract, etc.) pertaining to your contribution and use of Equities Nest Venture Capital;
- to undertake the diligence you deem necessary before making any contribution to any Project;
- that Equities Nest Venture Capital does not represent, warrant, or guarantee that Projects you choose to contribute to will be to your satisfaction or have any particular result, favorable or unfavorable;
- to provide the appropriate payment information requested at the time such information is being requested for each particular Project you wish to contribute to;
- that once you commit to fund, you may not change or cancel your commitment (except where the Project Page says otherwise). Therefore, regardless of any ability to change or cancel a commitment, please be certain that you want to fund a Project before you make a commitment to do so. No refunds will be offered by Equities Nest Venture Capital.
- that Equities Nest Venture Capital has the right, in its sole discretion, to cancel a commitment to fund a Project at any time for any reason. Project Owners may be afforded the right to reject a contribution;
- that the amount committed to fund a Project is the amount that will be taken from you. Some projects are contingent upon a certain target fundraising amount being obtained before funds are collected and others are not. For the Projects that are contingent upon a

certain target fundraising amount being obtained, the funds will not be collected until such target fundraising amount is reached and the Project's deadline has passed;

- to permit Equities Nest Venture Capital, and/or its partners handling payments, to authorize or reserve a charge on your payment card or method, of any amount not to exceed the amount committed, at any time beginning from the time the commitment was made through the time the funds are collected. This right is a critical part of the process for Project Owners to receive the amount of funds that were actually committed. Thus, you agree to have sufficient funds (or credit where applicable) available at the time you commit to fund a Project through the time when that Project reaches its deadline and funds are collected;
- that any estimated date for delivery on a Project Page is exactly that: a mere estimation;
- to permit Equities Nest Venture Capital to give information to Project Owners that is necessary to effectuate the Project's goals. Project Owners will be given your username and commitment amount upon your commitment of funds;
- Project Owners will be given your email address when funds are collected unless you object. If a Project Owner needs your address to deliver any item, you will have the ability to share your address with the Project Owner either through the Website or via email; and
- that Equities Nest Venture Capital reserves the right to reject, suspend, or remove a Project from the Website, in its sole discretion, at any time for any reason and shall not be liable for any of those actions or any losses or damages that result therefrom.

By creating a Project, you agree:

- that you alone are solely responsible for compliance with all laws (tax, securities, contract, etc.) pertaining to your Project and use of Equities Nest Venture Capital to raise funds for your Project;
- to make a good faith attempt to fulfill statements made regarding Project deliverables;
- to refund backers of Campaigns whose items are not delivered to them within a reasonable time from the estimated delivery date;
- and accept that Equities Nest Venture Capital cannot guarantee that the amount of money received by Project Owners will equal the amount committed by Contributors minus fees because commitments by Contributors and/or attempts to collect funds from Contributors may fail for any number of reasons and all payments may not be received;
- that Equities Nest Venture Capital has the right, in its sole discretion, to cancel a commitment to fund a Project at any time for any reason;
- that Equities Nest Venture Capital reserves the right to reject, suspend, or remove a Project from the Website, in its sole discretion, at any time for any reason and shall not be liable for any of those actions or any losses or damages that result therefrom; and
- that putting a Project on Equities Nest Venture Capital in no way means that the Project will be successful and you should not rely on the funds that have been committed until you have access to the funds.

User Conduct

By using Equities Nest Venture Capital, you agree to use it in compliance with all applicable terms, laws and regulations. Equities Nest Venture Capital assumes no obligation to monitor the conduct of any User on or off the Website. Each User is solely responsible for all activity connected to the access and use of the Website and Services. It is a violation of the Agreement to use the Website or any information obtained by electronic or other means for unlawful purposes, to infringe upon Equities Nest Venture Capital or third party rights, to restrict or prevent third parties from enjoyment or use of Equities Nest Venture Capital Services, to send unsolicited emails and unauthorized framing of or linking to the Website, or to use the Website for obscene, offensive, indecent or threatening purposes. You may not transmit any chain letters or junk email to any third party. Illegal or unauthorized uses of the Website will be investigated and appropriate legal action will be taken, including, without limitation, civil, criminal and injunctive redress. Certain parts of the Website are protected by passwords or require a login. You may not obtain or attempt to obtain unauthorized access to such parts of the Website, or to any other protected materials or information, through any means not intentionally made available by Equities Nest Venture Capital for your specific use.

You shall not:

- submit any Submission that is false, misleading, deceptive, fraudulent, unlawful, abusive, harassing, profane, offensive, obscene, threatening, invasive of another's person's privacy, sensitive confidential information, or otherwise in violation of the Agreement;
- fail to maintain the accuracy of the information that you Submit;
- make any untrue statement of a material fact, or omit to state a material fact necessary to make the statements made not misleading, in connection with any purchase or sale of securities;
- attempt to impersonate any person or entity;
- reveal any personal information about another User or individual, including but not limited to, email address, phone number, address, etc.;
- engage in any conduct that Equities Nest Venture Capital, in its sole discretion, deems to inhibit or limit any User's enjoyment of the Website or Services;
- infringe upon any other person's intellectual property rights;
- attempt to bypass any measures in place to restrict your access to certain portions of the Website; or
- make any attempt, directly or indirectly, to damage, circumvent, reverse engineer, or interfere with any software, source code, algorithms, or security-related features on the Website;

Confidentiality of Issuer Information

Should you receive information from the Company or other Users with respect to any investment activity on the Site, you may not further disclose or otherwise provide such information to another party in any way that allows a personal identification of such Issuer or Investor.

You are entrusted with any information you receive on this Site from Equities Nest Venture Capital, Issuers or other Investors with respect to any investment activity on the Site; you may not further disclose or otherwise provide such information to another party in any way that allows a personal identification of such Issuer or Investor. You shall be responsible for any losses caused to Equities Nest Venture Capital and any other Users by any use of your account, both unauthorized and authorized. You acknowledge and agree that to access certain Content on the Site, you will be required to register with the Site and agree to keep such information confidential. To the extent you opt not review such confidential documents about Companies, you acknowledge and agree that you assume the risk that such additional information may be relevant to your decision to invest in a particular Offering and you knowingly accept the risks of not reviewing such information. You agree that Equities Nest Venture Capital, at its sole discretion and to the extent permitted by law, access, read, preserve and disclose your account information, usage history and submitted Content in order to: (a) comply with any applicable law, regulation, legal process, or governmental request; (b) respond to claims that any Content violates the rights of third parties, including intellectual property rights; (c) enforce this Agreement and investigate potential violations thereof; (d) detect, prevent, or otherwise address fraud, security, or technical issues; (e) respond to your requests for customer service; or (f) protect the rights, property, or personal safety of Equities Nest Venture Capital, its users, or the public.

By using and accessing Equities Nest Venture Capital, you agree to keep all information you learn about companies, funds, and investment opportunities on the site private and confidential.

Disputes Among Users

You are solely responsible for your interactions with any Users or organizations found on or through the Website or Service and any disputes that may result from such interactions, whether such interactions take place on the Website or elsewhere. Equities Nest Venture Capital shall not be held liable for any such interactions and shall not be responsible for any damage or loss incurred as a result of any such interactions. All such interactions are solely between you and such Users and/or organizations. Equities Nest Venture Capital will not be made a party to any dispute Users that results from a contribution to a Project, any use of the Services, or accessing the Website. Equities Nest Venture Capital reserves the right, but has no obligation, to monitor disputes between you and such persons. Further, Equities Nest Venture Capital has no obligation to participate or assist either party to a suit resulting from any interactions on the Website or use of Services.

Intellectual Property Rights for Issuers, Investors, and Registered Users

The Service may provide Registered Users with the ability to add, create, upload, submit, input, distribute, collect, or post ("Submitting" or "Submission") content, videos, audio clips, written forum comments, data, text, photographs, software, scripts, graphics, or other information to the Website (collectively, the "User Submissions"). By Submitting User Submissions on the Website

or otherwise through the Service, you agree, in addition to the terms of this Agreement, to all of the following terms:

- You are publishing that User Submission and that you may be identified publicly by your User ID in association with any such User Submission;
- You hereby do and shall grant Equities Nest Venture Capital and Users, under your intellectual property rights, a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sub-licensable and transferable license (with the right to grant sublicenses) to use, edit, modify, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit the User Submissions in connection with the Website, the Service and Equities Nest Venture Capital (and its successors and assigns) business, including without limitation for promoting and redistributing part or all of the Website (and derivative works thereof) or the Service in any media formats and through any media channels (including, without limitation, third-party websites) without any compensation to you. For clarity, the foregoing license grant to Equities Nest Venture Capital does not affect your other ownership or license rights in your User Submission(s), including the right to grant additional licenses to the material in your User Submission(s), unless otherwise agreed in writing;
- You represent and warrant, and can demonstrate to Equities Nest Venture Capital's full satisfaction upon request that you
 - own or otherwise control all rights to all content in your User Submissions, or that the content in such User Submissions is in the public domain;
 - you have full authority to act on behalf of any and all owners of any right, title or interest in and to any content in your User Submissions to use such content as contemplated by the Agreement and to grant the license rights set forth above;
 - you have the permission to use the name and likeness of each identifiable individual person and to use such individual's identifying or personal information as contemplated by the Agreement;
 - you are authorized to grant all of the aforementioned rights to the User Submissions to Equities Nest Venture Capital and all Users; and
 - you have all intellectual property rights in and to the content and information.
 - You agree to pay all royalties and other amounts owed to any person or entity due to your Submissions to your Project Page, the Website, or Service;
 - You acknowledge that the Submitting, use or other exploitation of such User Submissions by Equities Nest Venture Capital and use or other exploitation by Users as contemplated by this Agreement will not infringe or violate the rights of any third party, including without limitation any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights. Equities Nest Venture Capital shall have the right to delete, edit, modify, reformat, excerpt, or translate any materials, content or information Submitted by you; and that all information publicly posted or privately transmitted through the Website is the sole responsibility of the person from which such content originated and that Equities Nest Venture Capital will not be liable for any errors or omissions in any content; and that Equities Nest Venture Capital cannot

- guarantee the identity of any other Users with whom you may interact in the course of using the Service; and
- o You acknowledge that to the extent you receive information from Equities Nest Venture Capital or Users with respect to activity on the Website or Services, you may not further disclose or otherwise provide such information to another party in any way that allows a personal identification of such User.

Equities Nest Venture Capital does not endorse and has no control over any User Submission. Equities Nest Venture Capital cannot guarantee the authenticity of any data that Users may provide about themselves. You acknowledge that all User Submissions accessed by you using the Service is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom. However, Equities Nest Venture Capital may, at its sole discretion and to the extent permitted by law, access, read, preserve and disclose your account information, usage history and User Submissions in order to: (a) comply with any applicable law, regulation, legal process, or governmental request; (b) respond to claims that any User Submission violates the rights of third parties, including intellectual property rights; (c) enforce the Agreement and investigate potential violations thereof; (d) detect, prevent, or otherwise address fraud, security, or technical issues; (e) respond to your requests for customer service; or (f) protect the rights, property, or personal safety of Equities Nest Venture Capital, Users, or the public.

Fees and Payments

Use of some Services may require payment of fees (“Fee(s)”). If you access Services that require payment of Fees, you will have an opportunity to review and accept those Fees. Equities Nest Venture Capital will charge you for applicable Fees only when you agree to pay such Fees. Payments methods will vary depending on the type of Project and will be posted where Contributors are able to make their contribution. You are responsible for paying all Fees and applicable taxes associated with your use of the Website and Services. Fees are collected by our various payment processors. You are responsible for complying with all rules and policies of payment processors. Equities Nest Venture Capital is not responsible for, and makes no guarantees or warranties regarding, the performance of its payment processors. Equities Nest Venture Capital does not guarantee or warrant the receipt of all funds. If your Project Page or Contributor Profile is removed from the Website for violating the Agreement or if you terminate your User account, all fees paid will be non-refundable, unless in its sole discretion Equities Nest Venture Capital determines that a refund is appropriate.

Equities Nest Venture Capital reserves the right to change Fees, at any time, for any reason. Changes to the Fee policy are effective after we provide you with notice by posting the changes on the Website. We may choose to temporarily change Fees for Services for promotional events or new services. These changes are effective when we post the temporary promotional event or new service on the Website.

Disbursement of Funds

All Contributions made to a Project (less a service fee listed on the Website, a processing fee and any additional banking fees) will be disbursed to the Project Owner after the Project raise is successfully completed for Projects that require the target fundraising amount to be reached before funds may be collected. For other Projects, Contributions made to a Project (less a service fee listed on the Website, a processing fee and any additional banking fees) will be disbursed to the Project Owner sometime after the commitment to contribute has been made. Equities Nest Venture Capital is not responsible for any error or omission in the account information Project Owners provide relating to the disbursement. When the Project deadline is reached, the funding account will automatically close and no more contributions will be accepted for the Project.

Termination

This Agreement will remain in full force and effect while you use the Website, any Equities Nest Venture Capital Services, or participate in the Services as any type of User. Notwithstanding anything herein to the contrary, all provisions of this Agreement will remain in effect after your participation in the Services and status as any type of User is terminated, and shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability. The rights granted to you herein terminate immediately upon any violation by you of the Agreement.

Access to this Website is permitted on a temporary basis. Equities Nest Venture Capital reserves the right to terminate your Project Page, Contributor Profile, or access to the Website with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your membership. If you wish to terminate your account, you may do so by following the instructions on the Website. You agree that Equities Nest Venture Capital shall not be liable to you or any third party for any termination of your access to this Website or to your exclusive web page.

Electronic Delivery

By using the Services, you acknowledge and consent to receive from Equities Nest Venture Capital electronic communications including Equities Nest Venture Capital newsletters, notices, agreements, legally required disclosures or other information in connection with the Services (collectively, "Electronic Notices"). Equities Nest Venture Capital may provide such Electronic Notices by posting them on the Equities Nest Venture Capital Website. Equities Nest Venture Capital reserves the right to determine how notices are communicated either on the Website or communicated to you directly. If there are changes made to your specific contract with Equities Nest Venture Capital, Equities Nest Venture Capital shall provide you with written notification of the changes within ten (10) business days of the changes. Equities Nest Venture Capital may

notify you of such changes via electronic communication and/or mail. If you would like to withdraw your consent to receive Electronic Notices, you must discontinue your use of the Website and Services.

By using the Services, you acknowledge and consent to the taping or any form of electronic recording of any communication, electronic or otherwise, between you and Equities Nest Venture Capital or its representatives or agents. You acknowledge and consent to the recording, retention and use by Equities Nest Venture Capital (and its employees, representatives and agents) of all information and data that you provide during your use of the Website or Services or during any communication with Equities Nest Venture Capital.

License and Website Access

Equities Nest Venture Capital hereby grants each user of the Website or Services a worldwide, non-exclusive, non-sub-licensable and non-transferable license to use, modify and reproduce content including, but not limited to, viewing, bookmarking, downloading and printing the pages within the Website, and the documents, graphics and media incorporated on those pages, solely for your personal, non-commercial use or display. Unless you have obtained prior written permission from Equities Nest Venture Capital and, if applicable, from the copyright holder identified in such content's copyright notice:

Use, reproduction, modification, distribution or storage of any Website content for other than personal, non-commercial use is expressly prohibited; and You shall not modify, copy, distribute, transmit, post, display, perform, reproduce, publish, license, create derivative works from, transfer, rent, or sell any pages, data, information, software, products or services obtained from the Website, or otherwise use or exploit any Website content for commercial use or in any way that violates any third party right.

You are solely responsible for obtaining, paying for, repairing and maintaining all of the equipment, telephone lines and other material that you need to access the Website. Equities Nest Venture Capital reserves all rights not expressly granted herein. Equities Nest Venture Capital expressly reserves the right to monitor any and all use of this Website.

No Professional Advice or Underwriting Services

Equities Nest Venture Capital is not a broker, dealer or underwriter of securities and does not represent, underwrite, endorse or sponsor Issuer Projects or solicit Investors on behalf of Issuers. Although Equities Nest Venture Capital may provide data, information, and content relating to investment approaches and opportunities to buy or sell securities, you should not construe any such information as legal, tax, insurance, financial, or investment advice. Nothing on the Website should be construed as an offer to sell, a solicitation of an offer to buy, a recommendation for or endorsement of any security, or a sponsorship of any company, by Equities Nest Venture Capital. Equities Nest Venture Capital does not

effect any securities transactions. The opportunity to invest in an Issuer on the Website should, in no way, be construed as a warranty, representation, or guarantee by Equities Nest Venture Capital as to the quality of any Issuer or its worthiness for investment. You are solely responsible for determining whether any investment, investment strategy, security or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. Issuers, Investors, and Users are responsible for consulting with licensed professionals and investment advisors for any legal, tax, insurance, due diligence review, or investment advice. By accessing the Website and using the Services, you understand and agree that Equities Nest Venture Capital does not purport to make any representation, warranty, or guarantee that any transactions available through the Website are in compliance with applicable state or federal securities laws. Nonetheless, you are still required to ensure that all activity you take part in on the Website is in compliance with applicable state and federal securities laws. You acknowledge and agree that the use of the Website and any decisions made in reliance on the Website are made at solely your own risk.

Investment Risks

Equities Nest Venture Capital makes no guarantee of any investment made or any specific results when using the Services. You, not Equities Nest Venture Capital, are responsible for doing due diligence on any opportunities presented on the Website. Investments are considered high-risk and Investor may lose a portion or all of his investments. You understand that you can lose the entire amount you invest. You must have the ability to bear that loss. Other risks include, but are not limited to, not being able to sell or liquidate your investment, illiquidity, dilution, and a lack of dividends. All investments are unsecured and as such, Investor agrees to exercise due caution and care when investigating the propriety of an investment and ultimately making an investment. Investors may choose to invest in Offerings provided by Issuers on Offerings web pages and at their own risk. You expressly assume all risks when accessing the Website and using the Services.

Limitation of Liability and Warranty Disclaimer

Equities Nest Venture Capital has no special relationship with or fiduciary duty to you. Equities Nest Venture Capital is merely a platform through which interactions between Users take place. Equities Nest Venture Capital does not make any express or implied warranties about the Website or related Services nor promise any specific results from use of the Website, including but not limited to implied warranties of title, merchantability, fitness for a particular purpose, or non-infringement. You agree to the fullest extent permitted by law that Equities Nest Venture Capital shall have no liability to you regarding any losses or damages arising from any transaction on the Website or for any Services, be it securities or non-securities related. The Website and any related Service is made available to you "as is" and "as available." Equities Nest Venture Capital will not be liable for any fraud, misinformation, failure to make repayments or pay annual revenue shares, cases of mistaken identity, or any other mistake or wrongdoing

engaged in by an Issuer or third party. Equities Nest Venture Capital will not be liable if, for any reason, our site is unavailable at any time or for any period. From time to time, we may restrict your access to some or all of the Website. You are responsible for making all arrangements necessary for you to have access to this Website. You are also responsible for ensuring that all persons who access this Website through your internet connection are aware of the Agreement, and that they comply with them. Such persons will also be bound by the Agreement.

In no event shall Equities Nest Venture Capital be liable under contract, tort, strict liability, negligence or any other legal or equitable theory with respect to the service for:

- any lost profits, lost data, lost income or revenue, lost business, lost anticipated savings, lost goodwill, wasted management or office time, cost of procurement of substitute goods or services, or special, indirect, incidental, punitive, or consequential damages of any kind whatsoever, substitute goods or services (however arising);
- for any bugs, viruses, Trojan horses, or the like (regardless of the source of origination); or
- for any direct damages in excess of (in the aggregate) ten U.S. dollars (\$10.00).

Some some cases which do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

Equities Nest Venture Capital does not represent, warrant, or guarantee that:

- any Website or Services defects or inaccuracies will be corrected;
- the Website or related Services will meet your needs;
- any Project will attain its fundraising goals;
- Contributions will be used by Project Owners in the manner stated by Project Owners;
- your navigation of the Website will be uninterrupted, timely, secure or error-free;
- content or software available at or through the Website or related Services is free of viruses or other harmful components;
- any User is in fact an accredited investor;
- the content on the Website or any User Submissions are authentic, accurate, or reliable;
- the results obtained from the use of the Website or related Services will be accurate or reliable; and
- the quality of any products, services, information, or other material purchased or obtained by you through the Website or related Services will meet your expectations.

Your use of the Service is solely at your own risk. By accessing the Website and using the Services you agree to utilize your own judgment and common sense in dealing with the information that is available to you. Equities Nest Venture Capital makes no guaranty of confidentiality or privacy of any communication or information transmitted on the

Website or any website linked to the Website. Equities Nest Venture Capital will not be liable for the privacy of email addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or any other content stored on Equities Nest Venture Capital's equipment, transmitted over networks accessed by the Website, or otherwise connected with your use of the Service.

Third Party Content, Websites, and Linking

The Website or Services may provide you with the ability to access certain content from third parties through links to the websites of such other parties ("Third-Party Websites"), or through content that other parties, themselves, post on the Website ("Third-Party Content"). Equities Nest Venture Capital does not endorse or approve, or have any control over, Third-Party Content, and we make it available to you only as a service and convenience and on an "as-is" basis. Equities Nest Venture Capital does not guarantee the accuracy, timeliness, completeness or correct sequencing of Third-Party Content or warrant any results from your use or reliance on the Third-Party Content. Third-Party Content may quickly become unreliable for various reasons. Equities Nest Venture Capital is not obligated to update any information contained in any Third-Party Content. We may discontinue offering any Third-Party Content on the Website at any time without notice. By accessing the Website or using the Services you agree that Equities Nest Venture Capital will not be liable to you for the termination, interruption, delay or inaccuracy of any of Third-Party Content. Further, Equities Nest Venture Capital is not liable or responsible for any reliance placed on such materials by you or anyone who you may inform of any of its contents.

There are inherent risks in the use of any software or information found on the internet. When you access Third-Party Websites, you do so at your own risk. The inclusion of any such link does not imply endorsement by Equities Nest Venture Capital or any association with its operators. These Third-Party Websites are not under Equities Nest Venture Capital control, and you acknowledge that Equities Nest Venture Capital is not responsible directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through a Third-Party Website or resource. By agreeing to these terms, you agree that Equities Nest Venture Capital shall not be held liable for the content, functions, accuracy, legality, appropriateness or any other aspect of Third-Party Websites or resources.

Equities Nest Venture Capital expressly disclaims all warranties of any kind, express or implied, related to Third-Party Content and Third-Party Websites, including, but not limited to, any warranty of merchantability, fitness for a particular purpose or non-infringement. Equities Nest Venture Capital shall not be liable for any direct, indirect, incidental, special or consequential damages arising out of or relating to the use or the inability to use the Third-Party Content or Third-Party Websites, including but not limited to damages for loss of profits, use, data or other intangible damages, even if such party has been advised of the possibility of such damages.

Hyperlinking to the Website

You may not hyperlink to the Website unless you accept and comply with the following Hyperlinking requirements. You are granted a limited, revocable, nonexclusive right to create a hyperlink to this Website provided that you comply at all times with all of the following conditions:

- The hyperlink must resolve to the Equities Nest Venture Capital portal page at www.equitiesnest.com;
- The text of the hyperlink on the linking website must include the terms “Equities Nest Venture Capital,” or “equitiesnest.com,” or “www.equitiesnest.com” (you may not use any Equities Nest Venture Capital logo or other proprietary graphic, including but not limited to banner advertisements, as part of the hyperlink without the prior written permission from Equities Nest Venture Capital);
- The hyperlink and surrounding context on the linking website must not falsely represent or suggest any relationship between the linking website and Equities Nest Venture Capital or this Website (including suggestions of affiliation, endorsement or sponsorship);
- The hyperlink and surrounding context on the linking website must not portray Equities Nest Venture Capital or its products or services in a false, misleading, derogatory, disparaging or otherwise offensive manner;
- The hyperlink must deliver Equities Nest Venture Capital content outside of a framed environment and must maintain the integrity of the layout, content and look and feel of this Website; and
- The hyperlink must deliver users directly to this Website, or Project page, unaltered, unmodified and unadulterated in any way by the hyperlinking website.

Indemnification

As a condition of your use of the Website or related Services, you agree to release, indemnify, defend, and hold Equities Nest Venture Capital and its Third Party Content providers, officers, directors, employees, contractors, agents, suppliers, representatives, and affiliates harmless from and against any and all claims, losses, liabilities, damages, costs and expenses (including but not limited to attorneys' fees) arising out of or in any way connected with your use of the Website, Service, content, or otherwise from your User Submissions, your violation of this Agreement, violation of any privacy right, violation of any obligation of confidentiality, or infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. Equities Nest Venture Capital reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with Equities Nest Venture Capital in asserting any available defenses. You shall remain liable for any settlement amounts paid by Equities Nest Venture Capital from any claim as though they had proceeded to trial.

Governing Law; Resolution of Disputes; Arbitration and Waivers

Unless otherwise agreed, the Agreement (and any further rules, policies or guidelines incorporated by reference herein) is governed by the laws of the Republic of Zimbabwe, without regard to its or any other jurisdiction's choice of law and without application of the ICT Act, and without regard to conflicts of law, and shall inure to the benefit of Equities Nest Venture Capital' successors and assigns, whether by merger, consolidation, or otherwise. If any dispute arises between you and Equities Nest Venture Capital, including, without limitation, any dispute arising from or relating to the Website or Service, you agree that all such disputes will be determined exclusively by final and binding arbitration, in accordance with the then existing commercial rules of the Republic of Zimbabwe. The arbitration shall be heard and adjudicated by one arbitrator to be selected by agreement between you and Equities Nest Venture Capital. Arbitration shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to claims between you and us alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Any award will be final, binding and conclusive upon the parties, subject only to judicial review provided by the Republic of Zimbabwe, and a judgment rendered on the arbitration award can be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, either you or Equities Nest Venture Capital may seek any injunctive relief in court in Zimbabwe, as may be necessary to preserve rights pending the completion of arbitration and Equities Nest Venture Capital may seek any injunctive relief in any another court of competent jurisdiction, at any time against any violations of the Agreement.

To the extent permitted by applicable law, by agreeing to submit all disputes to binding arbitration, you and Equities Nest Venture Capital hereby waive your right to a jury or court trial of any claim or cause of action arising out of or based upon the Agreement or any contemplated use herein, including contract, tort, breach of duty and all other claims, except as specifically provided above. You waive, to the maximum extent not prohibited by law, any right you may have to claim or recover, in any legal action or proceeding, any special, exemplary, punitive or consequential damages.

Intellectual Property Policy

The compilation of all content on this Website is the exclusive property of Equities Nest Venture Capital or its content providers and is protected by the Republic of Zimbabwe and international copyright laws. All software used on this Website is the exclusive property of Equities Nest Venture Capital or its software suppliers and is protected by the Republic of Zimbabwe and international copyright laws and other laws.

The Website is protected by applicable copyright laws. Unless you and Equities Nest Venture Capital have agreed otherwise, you may not copy, distribute, modify, post or frame-in the Equities Nest Venture Capital site, including any text, graphics, video, audio, software code, user interface design or logos. All trademarks and service marks on the Website belong to Equities Nest Venture Capital, except third-party trademarks and service marks, which are the property of their respective owners. Equities Nest Venture Capital may, in appropriate circumstances and at its discretion, terminate the accounts of Users who infringe on the intellectual property rights of others. If you print off, copy or download any part of the Website in breach of the Agreement, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. Equities Nest Venture Capital will remove infringing materials in accordance with the ICT Act if properly notified that content infringes copyright.

In the ICT ACT, any person who knowingly materially misrepresents that material or activity is infringing or was removed or disabled by mistake or misidentification may be subject to liability. Equities Nest Venture Capital uses commercially reasonable efforts and industry standard technical measures used by copyright owners to identify and protect such owners' copyrighted works. However, if you believe that your work has been copied in a way that constitutes copyright infringement, you must provide Equities Nest Venture Capital' Copyright Agent with a written notification containing at least all of the following information:

- 1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- 2) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Website are covered by a single notification, a representative list of such works at that site;
- 3) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Equities Nest Venture Capital to locate the material.;
- 4) Your address, telephone number, and, if available, email address;
- 5) A statement that you have 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
- 6) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You acknowledge that if you fail to comply with all of the aforementioned notice requirements, your notification or counter-notification may not be valid and Equities Nest

Venture Capital may ignore such incomplete or inaccurate notices without liability of any kind. Our designated copyright agent for notice of alleged copyright infringement is:

Equities Nest (Pvt) Ltd.
Attn: Copyright Agent
6 Hodson Ave, Alex Park
Harare, Zimbabwe
Email: enquiries@equitiesnest.co.zw "In the subject put Copyright Agent"

International

Accessing the Service is prohibited from territories where the Service is illegal. If you access the Service from other locations, you do so at your own initiative and are responsible for compliance with local laws. The Website and all Website content shall not be considered a solicitation to buy or an offer to sell a security, or any other product or service, to any person in any jurisdiction where such offer, solicitation, purchase or sale would be unlawful under the laws of such jurisdiction.

Force Majeure

Equities Nest Venture Capital shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Equities Nest Venture Capital' reasonable control, including, without limitation, an act of God, act of governmental authority, act of the public enemy or due to war or terrorism, outbreak of escalation of hostilities, riot, fire, flood, civil commotion, insurrection, labor difficulty, severe or adverse weather conditions, mechanical, electronic or communications failure or degradation (including "line-noise" interference), or other similar cause beyond the reasonable control of Equities Nest Venture Capital.

Integration and Severability

The Agreement contains the entire agreement between Users and Equities Nest Venture Capital regarding the participation in the Services and supersedes all prior or contemporaneous conflicting communications and proposals (whether oral, written or electronic) between you and Equities Nest Venture Capital with respect to the Website and Services. If any provision of the Agreement is deemed unlawful, void or for any reason unenforceable, then that provision will be deemed severable from the Agreement and will not affect the validity and enforceability of the remaining provisions. The failure of either party to exercise in any respect any right provided for in the Agreement shall not be deemed a waiver of any of those rights.

Assignment

Equities Nest Venture Capital reserves the right to assign, transfer or delegate any of its rights and obligations under the Agreement without consent or restriction. You may not transfer any rights or licenses granted to you in this Agreement unless otherwise stated by written agreement. No agency, partnership, joint venture, or employment relationship is created as a result of the Policy, the Terms, or the Agreement, and neither party has any authority of any kind to bind the other in any respect.

Modifications to Terms and Conditions

Equities Nest Venture Capital reserves the right, at its discretion, to modify the Agreement at any time and without prior notice. Equities Nest Venture Capital may modify or replace the terms of the Agreement, or change, suspend, or discontinue the Service (including without limitation, the availability of any feature, database, or content) at any time by amending this page. Equities Nest Venture Capital may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability. You are responsible for reviewing the most current version of the Agreement, and may do so by visiting the Website and clicking on the “Terms and Conditions” or “Privacy Policy” hyperlink located at the bottom of the page. You are also responsible for setting the cache settings on your browser to ensure you are receiving the most recent data. These terms are in addition to any other agreements between you and Equities Nest Venture Capital, including the Privacy Policy, customer or account agreements, and any other agreements that govern yours or Equities Nest Venture Capital’ use of information, content, tools, products and services available on and through the Website which are hereby incorporated by reference. Your continued use of the Service following the posting of any changes to the Agreement constitutes acceptance of those changes and your agreement to follow and be bound by the Agreement, as modified. If you do not agree with a term, some, or all of the terms of the Agreement, you may not access our Website or use our Services.

If you have questions about the General Terms and Conditions of Use or would like to suggest improvements, please contact us at equiries@equitiesnest.co.zw or mail us at 6 Hodson Ave, Alex Park, Harare, Zimbabwe.