

Mission 42 Website Terms of Service

Last Updated: 1.8.26

This Terms of Service Agreement (“**Terms**”) govern your access to and use of the website linked to these Terms (the “**Website**”), made available to you by Mission 42 Ventures, Inc. (“**M42**”, “**we**,” “**us**,” and “**our**”).

- 1. Access to the Website.** By using this Website, you represent and warrant that you are an adult of at least eighteen (18) years of age, have the legal capacity to enter a contract, and agree to comply with and be bound by these Terms. Please review these Terms carefully. If you do not agree to these Terms, you are not authorized to use this Website.
- 2. Modifications.** These Terms may be modified at any time by M42 by posting the modified Terms to the Website, and your continued use of the Website constitutes your acceptance of such changes. Any such modifications shall be effective immediately upon posting unless some other effective date is expressly stated. You can view the most recent version of these Terms at any time at <https://level.me/>. Your use of this Website shall constitute and be deemed your unconditional acceptance of the Terms.
- 3. Privacy.** Your use of the Website is also governed by our Privacy Policy, which is hereby incorporated into these Terms. Please review our Privacy Policy at <https://level.me/>. We reserve the right, and you authorize us, to use and assign all information provided by or collected from you in any manner consistent with our Privacy Policy.
- 4. Content.** The Website, including all information, text, audio, video, graphics, charts, photographs, interfaces, icons, software, computer code, data, trademarks, logos, slogans, documentation, other components and content, and the design, selection, and arrangement of content, and all intellectual property rights in the foregoing (collectively, the “**Content**”) are exclusively the property of M42 or, as applicable, its vendors or licensors. Except for the rights expressly granted to you in the next section, M42 reserves all other rights in and to the Website and Content, including all intellectual property rights.
- 5. Intellectual Property Rights.** The Website and Content are protected by copyright, trademark, and other intellectual property laws. Any unauthorized use of any trademarks, trade dress, copyrighted materials, or any other intellectual property belonging to M42 or any third party is strictly prohibited and may be prosecuted to the fullest extent of the law. M42 owns certain trademarks, names, logos, insignia, or service marks (“**Marks**”). You do not have the right to use any Marks except as expressly agreed to in writing by M42.
- 6. Use of Website.** This Website is for your personal and non-commercial use, unless otherwise specified in these Terms. You may not use any service provided by this Website for any other

purpose, including any commercial purpose, without the prior express written permission of an authorized representative of M42. You may not modify, copy, distribute, display, send, perform, reproduce, publish, license, create derivative works from, transfer, sell or otherwise infringe on any intellectual property rights or Content related to any information, content, software, products or services obtained from or otherwise connected to this Website.

- 7. Compliance with Laws.** You agree to comply with all applicable laws regarding your use of this Website, including Federal, State, and local laws. You further agree that any information provided by you is truthful and accurate to the best of your knowledge.
- 8. Disclaimer.** THE INFORMATION ON THIS WEBSITE IS PROVIDED ON AN “AS IS,” “AS AVAILABLE” BASIS. YOU AGREE THAT USE OF THIS WEBSITE IS AT YOUR SOLE RISK. M42 DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, STATUTORY WARRANTIES, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT YOUR JURISDICTION DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO YOU. YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THE WEBSITE SHALL BE TO DISCONTINUE USING THE WEBSITE.
- 9. Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL M42 BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE WEBSITE, YOUR WEBSITE USE, OR THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE AND/OR CONTENT IS TO CEASE ALL OF YOUR WEBSITE USE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DO NOT WARRANT OR ENDORSE ANY THIRD-PARTY CONTENT.
- 10. Indemnification.** You agree to indemnify, defend and hold M42 and our partners, employees, and affiliates, harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to (i) your violation of applicable law, (ii) your violation of these Terms or any other terms on the Website, and (iii) your misuse of this Website or any Content or Marks.
- 11. Applicable Law.** You expressly agree that the laws of the State of Texas, without regard to conflicts of laws provisions, will govern these Terms and any dispute that may arise between

you and M42 or its affiliates. Venue is exclusively in the state or federal courts, as applicable, located in the State of Texas.

12. Entire Agreement. These Terms and any terms posted throughout the Website are the entire agreement between you and M42 with respect to your access to and use of the Website.

13. Severability. If any provision of these Terms is held invalid, void, or unenforceable, that provision will be severed from the remaining provisions and the remaining provisions will remain in full force and effect. The headings in these Terms are for convenience only and do not affect the interpretation of these Terms.

14. Waiver. M42's failure to enforce any provision of these Terms will not constitute a waiver of that provision or any other provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by M42.

15. Contact Information. If you have questions regarding these Terms or any other terms posted on our Website, please contact us at:

Mission 42 Ventures, Inc.

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