

# SocialGenius

## Legal Documentation

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### ■ Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is made and effective as of the date of electronic signature or delivery ("Effective Date") by and between SocialGenius, Inc. ("Company") and the recipient identified during the investment process ("Recipient").

#### 1. PURPOSE

The parties wish to explore a potential business relationship, during which the Company may disclose confidential information to the Recipient.

#### 2. CONFIDENTIAL INFORMATION

"Confidential Information" refers to any information disclosed by Company to Recipient, either directly or indirectly, in writing, orally or by any other means, including but not limited to business plans, financial data, customer lists, and proprietary technology.

### ■ Terms & Conditions

#### SOCIALGENIUS SERVICE TERMS AND CONDITIONS

These Terms and Conditions ("Terms") govern the use of SocialGenius's platform and services (the "Service"). By accessing or using the Service, you agree to be bound by these Terms.

#### 1. SUBSCRIPTION TERMS

Subscriptions are billed monthly or annually based on the selected plan. Fees are non-refundable except as required by law. SocialGenius may change subscription fees upon 30 days' notice.

#### 2. API USAGE AND LIMITATIONS

The Service connects to Google My Business API and is subject to Google's usage limitations and terms of service. SocialGenius is not responsible for changes to third-party APIs that may affect functionality.

## ■ Privacy Policy

### PRIVACY POLICY

SocialGenius, Inc. ("we", "our", or "us") is committed to protecting your privacy.

This Privacy Policy explains how we collect, use, and safeguard your information when you use our platform and services.

#### 1. INFORMATION WE COLLECT

We collect information you provide directly, such as account information, payment details, and content you upload to our platform. We also automatically collect certain information about your device and usage of our services.

#### 2. HOW WE USE YOUR INFORMATION

We use collected information to provide and improve our services, process transactions, communicate with you, and comply with legal obligations.

## ■ Service Level Agreement

### SERVICE LEVEL AGREEMENT (SLA)

This Service Level Agreement ("SLA") is part of the subscription agreement between SocialGenius, Inc. ("SocialGenius") and the customer ("Customer").

#### 1. SERVICE AVAILABILITY

SocialGenius guarantees 99.9% uptime of the platform, excluding scheduled maintenance. Scheduled maintenance will be performed during non-business hours and announced at least 48 hours in advance.

#### 2. SUPPORT RESPONSE TIMES

Critical issues: Response within 1 hour, 24/7

High priority issues: Response within 4 business hours

Medium priority issues: Response within 8 business hours

Low priority issues: Response within 24 business hours

## Investment Terms

### INVESTMENT TERMS SUMMARY

This document summarizes the key terms for potential investment in SocialGenius, Inc. This is not a legally binding document and is provided for discussion purposes only.

#### 1. FINANCING OVERVIEW

SocialGenius is seeking \$2.5M in Series A financing to accelerate growth and product development.

#### 2. VALUATION

Pre-money valuation: \$10M

Post-money valuation: \$12.5M

#### 3. INVESTOR RIGHTS

Pro-rata rights for future rounds

Information rights (quarterly financial statements)

Board observer seat for lead investor (\$1M+ investment)

## Legal Contact Information

For legal inquiries, please contact:

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