

TERMS AND CONDITIONS

Effective Date: December 1, 2025 Last Updated: December 4, 2025

Welcome to SideHustleFunder.app, operated by C-Synergy LLC ("we," "us," or "our"). These Terms and Conditions ("Terms") govern your access to and use of the SideHustleFunder.app platform, including our website, mobile application, assessment tools, business databases, and related services (collectively, the "Service").

BY ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS. If you do not agree to these Terms, you may not access or use the Service. Your continued use of the Service constitutes acceptance of these Terms as modified from time to time.

1. SERVICE DESCRIPTION

SideHustleFunder.app provides:

- A comprehensive assessment system to evaluate your entrepreneurial readiness and capabilities
- Personalized matching to side business opportunities based on your profile using automated decision-making technology
- Access to a curated database of business opportunities and resources
- Business planning and implementation tools
- Community features and learning resources
- Optional coaching services and consultation (subject to separate agreements)

The Service is designed to support decision-making and does not guarantee business success or income. Results vary based on individual effort, market conditions, and other factors beyond our control.

1.1 Service Availability and Modifications

We reserve the right to:

- Modify, suspend, or discontinue any aspect of the Service at any time without notice
- Change features, functionality, or content at our sole discretion
- Impose limits on certain features or restrict access to parts or all of the Service
- Remove or refuse to post any content on the Service
- Deny service, terminate accounts, or remove content at our sole discretion

We are not liable for any modification, suspension, or discontinuance of the Service or any features. We may also impose limits on use of or access to certain features based on your subscription tier, without notice or liability.

1.2 Beta Features and Experimental Services

We may offer beta, pilot, or experimental features ("Beta Features") from time to time. Beta Features are provided "AS IS" and "AS AVAILABLE" with all faults and without warranty of

any kind. Beta Features may: • Not function properly or as intended • Contain bugs, errors, or inaccuracies • Be discontinued at any time without notice • Result in data loss or corruption

You acknowledge and agree that: • You use Beta Features entirely at your own risk • We have no obligation to continue offering Beta Features • We may change or remove Beta Features without notice • Beta Features may never be released as final features • We are not liable for any issues arising from Beta Features • You will not rely on Beta Features for critical business decisions

2. SUBSCRIPTION PLANS AND BILLING

2.1 Subscription Tiers

We offer multiple subscription tiers with varying features and access levels:

Explorer (Free): Limited access to assessment and basic matching

Builder (\$29/month): Enhanced matching, business plan templates, and basic database access

Accelerator (\$79/month): Full database access, advanced planning tools, community features

Mastermind (\$149/month): Complete platform access, priority support, group coaching sessions

All pricing is in U.S. Dollars (USD) and subject to change as provided in Section 2.6.

2.2 Billing Terms

• Paid subscriptions are billed monthly or annually in advance • Your subscription automatically renews unless you cancel before the renewal date • You authorize us to charge your payment method on file for recurring subscription fees • Subscription fees are non-refundable except as specified in Section 3 (Money-Back Guarantee) • We reserve the right to modify subscription pricing as provided in Section 2.6

2.3 Payment Authorization and Processing

By providing payment information, you: • Represent that you are authorized to use the payment method • Authorize us to charge the payment method for all fees • Authorize us to share payment information with third-party payment processors • Acknowledge that we use third-party payment processors and are not responsible for their acts or omissions • Agree to pay all fees regardless of chargebacks, disputes, or payment failures

2.4 Failed Payments and Delinquent Accounts

If payment fails for any reason: • We may suspend or terminate your access immediately • You remain responsible for all unpaid fees plus late charges • We may charge a failed payment fee of

\$15 per occurrence • We may report delinquent accounts to credit reporting agencies • We may engage collection agencies to recover unpaid amounts • You are responsible for all collection costs including reasonable attorneys' fees

Failed payments include: • Declined payment cards • Insufficient funds • Expired payment methods • Chargebacks or payment disputes initiated by you

2.5 Chargebacks and Payment Disputes

If you initiate a chargeback or payment dispute: • Your account will be immediately suspended pending resolution • You forfeit any refund rights under Section 3 • You are responsible for our administrative costs (\$50 minimum) • Upon resolution, we may refuse to reinstate your account • We may pursue legal action to recover fees, costs, and damages • We may share information with chargeback prevention services

You agree to contact us before initiating any payment dispute to resolve issues directly.

2.6 Fee Changes and Modifications

We may change subscription fees at any time. For existing subscribers: • We will provide 30 days' advance notice via email • New rates apply at your next renewal after notice period • Continued use after fee change constitutes acceptance • If you don't accept new fees, cancel before renewal date

We may immediately implement fee changes for: • New subscribers • Users upgrading or downgrading tiers • Users reinstating cancelled subscriptions • Additional services or features

2.7 Taxes and Additional Charges

All fees are exclusive of taxes. You are responsible for: • All applicable sales, use, excise, value-added, and other taxes • Government fees, levies, or duties of any kind • Currency conversion fees charged by your financial institution • Any additional charges imposed by your payment method provider

If we are required to collect taxes, we will add them to your bill. We may adjust fees to account for tax obligations.

2.8 Cancellation

You may cancel your subscription at any time through your account settings. Cancellation will be effective at the end of your current billing period. You will retain access to paid features until the end of the paid period. No refunds, credits, or prorated amounts will be provided for: • Partial billing periods • Unused features or services • Decreased usage during a billing period • Account termination by you or us for any reason

Upon cancellation, all licenses granted to you terminate and you must cease all use of the Service.

3. MONEY-BACK GUARANTEE

3.1 7-Day Guarantee Period

We offer a 7-day money-back guarantee for first-time subscribers to Builder, Accelerator, or Mastermind tiers. If you are not satisfied with the Service within 7 days of your initial subscription purchase, you may request a full refund.

3.2 Refund Conditions and Restrictions

To be eligible for a refund under our money-back guarantee:

- The refund request must be submitted within 7 days of your initial subscription purchase
- The guarantee applies only to your first paid subscription with SideHustleFunder.app
- You must not have violated these Terms or engaged in prohibited uses
- You must not have downloaded, exported, or copied substantial portions of our proprietary database or materials (as determined by our usage monitoring systems)
- You must not have attempted to circumvent platform limitations or access controls
- You must not have previously received a refund from us under any prior account
- You must have made a good-faith effort to use the Service

We reserve sole discretion to determine eligibility for refunds and may deny refund requests if we determine misuse, abuse, or violation of these Terms.

3.3 Refund Process

To request a refund, contact us at support@c-synergy.com with your account information and reason for the refund request. Refunds will be processed within 7-10 business days to the original payment method after approval.

We may require:

- Verification of your identity and account ownership
- Explanation of why the Service did not meet your needs
- Confirmation that you have ceased using the Service
- Acknowledgment that all licenses terminate upon refund

3.4 Renewals Not Covered

This guarantee does not apply to subscription renewals, only to initial subscription purchases. Annual subscription refunds will be prorated based on unused months at our sole discretion.

3.5 Refund Forfeiture

You forfeit all refund rights if: • You initiate a chargeback or payment dispute • You violate any provision of these Terms • You engage in fraudulent activity • You abuse the refund policy (as determined by us) • You fail to cooperate with the refund verification process

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Our Proprietary Content

The Service and all content, features, and functionality (including but not limited to all information, software, text, displays, images, video, audio, assessment tools, matching algorithms, business opportunity database, artificial intelligence models, machine learning systems, and the design, selection, and arrangement thereof) are owned by C-Synergy LLC, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

Our proprietary rights include but are not limited to: • All source code, object code, and software • All algorithms, methods, and processes • All databases, compilations, and data structures • All user interfaces, designs, and layouts • All trademarks, service marks, and branding • All methodologies and business processes • All training materials and documentation

4.2 Limited License to Use

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Service for your personal, non-commercial use only during your active subscription period. This license does not include any rights to: • Reproduce, distribute, modify, or create derivative works from our content • Use any data mining, robots, scraping, or similar data gathering methods • Reverse engineer, decompile, disassemble, or attempt to extract source code or algorithms • Resell, sublicense, rent, lease, or otherwise commercialize access to the Service • Download or export our database for use outside the platform • Share your account credentials with others or allow multiple users to access a single subscription • Frame, mirror, or incorporate the Service into another website or application • Remove, disable, or circumvent any security features or technological measures • Benchmark or compare the Service to competing products or services

This license terminates immediately upon termination or expiration of your subscription or violation of these Terms.

4.3 Prohibited Uses of Data

You explicitly agree not to: • Systematically download, copy, or extract data from the business opportunity database • Use automated tools, bots, scripts, or crawlers to access or download content • Compile, create, or build a competing database or service using our information • Share, sell, distribute, or disclose downloaded materials to third parties • Use our content for

training AI models, machine learning systems, or competing algorithms • Remove, obscure, modify, or forge any copyright, trademark, or proprietary notices • Access the Service through any interface other than our official applications • Monitor availability, performance, or functionality for competitive purposes • Probe, scan, or test vulnerabilities of the Service or security measures • Interfere with or disrupt the integrity or performance of the Service • Attempt to gain unauthorized access to systems, accounts, or data

We employ tracking, watermarking, and monitoring technologies to detect unauthorized distribution and use of our proprietary materials. We use fingerprinting and other techniques to identify leaked or misused content.

Violation of these restrictions may result in: • Immediate account termination without refund • Forfeiture of all paid fees • Legal action for damages and injunctive relief • Criminal prosecution where applicable • Collection of all costs including attorneys' fees

4.4 User-Generated Content

When you submit content through the Service (such as business plans, comments, community posts, feedback, suggestions, or ideas), you: • Grant us a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, fully sublicensable, transferable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display that content in any media or format, now known or later developed • Waive any moral rights or rights of attribution you may have in such content • Represent and warrant that you own or control all rights to the content • Acknowledge we may use your content for any business purpose without compensation • Agree we have no obligation to use, display, or respond to your content

Our rights to use your content include but are not limited to: • Displaying content to other users of the Service • Marketing and promoting the Service • Improving, training, and developing our algorithms and AI systems • Creating aggregated, anonymized, or derivative data • Research and analytics purposes • Any other lawful business purpose

You retain ownership of your content, but our license continues even after you delete content or close your account. We may retain copies of deleted content for backup, legal, or operational purposes.

4.5 Feedback and Suggestions

If you provide us with feedback, suggestions, ideas, or recommendations about the Service ("Feedback"), you agree that: • We own all rights, title, and interest in the Feedback • You irrevocably assign all Feedback rights to us • We may use Feedback without restriction, attribution, or compensation • You waive any claims arising from our use of Feedback • Feedback is provided voluntarily and is not confidential or proprietary

This applies to all Feedback regardless of how it is communicated (email, support tickets, community posts, surveys, etc.).

4.6 Restrictions on Competitive Use

You agree not to use the Service, or any information obtained from the Service, to:

- Develop, provide, or operate competing products or services
- Analyze our business model, features, or functionality for competitive purposes
- Recruit or solicit our employees, contractors, or users
- Encourage users to migrate to competing services
- Disparage or make negative statements about the Service
- Assist others in competing with or harming our business

This restriction applies during your subscription and for 12 months after termination.

5. USER ACCOUNTS AND RESPONSIBILITIES

5.1 Account Registration

To access certain features, you must create an account. You agree to:

- Provide accurate, current, and complete information
- Maintain and update your information to keep it accurate
- Maintain the security and confidentiality of your account credentials
- Notify us immediately of any unauthorized access or security breach
- Accept responsibility for all activities under your account
- Use your own identity and not impersonate others
- Comply with all applicable laws and regulations

You are solely responsible for all activities that occur under your account, whether or not authorized by you. We are not liable for any loss or damage arising from your failure to maintain account security.

5.2 Account Restrictions

- Accounts are for individual use only and may not be shared
- You must be at least 18 years old to create an account
- One person may maintain only one active paid subscription
- Business or organizational use requires an enterprise subscription
- You may not create multiple accounts to evade restrictions
- You may not transfer, sell, or assign your account to others
- You may not use the Service if we have previously terminated your account

5.3 Prohibited Conduct

You agree not to engage in any of the following prohibited activities:

Abuse and Harassment:

- Harass, threaten, intimidate, or abuse other users
- Post offensive, defamatory, or discriminatory content
- Engage in bullying, stalking, or hate speech
- Impersonate others or misrepresent your identity

Fraudulent Activity:

- Provide false or misleading information
- Use stolen or fraudulent payment methods
- Engage in credit card fraud or chargeback abuse
- Create fake accounts or manipulate assessments
- Attempt to defraud us or other users

Illegal Activity: • Violate any applicable laws or regulations • Infringe intellectual property rights • Engage in money laundering or financial crimes • Violate export control or sanctions laws • Distribute malware, viruses, or harmful code

System Abuse: • Overload, flood, or crash our systems • Use the Service to send spam or unauthorized communications • Circumvent usage limits or access restrictions • Interfere with other users' use of the Service • Access systems or data without authorization

Commercial Misuse: • Use the Service for unauthorized commercial purposes • Resell or redistribute Service access • Use content or data for competing services • Scrape or harvest data systematically

Content Violations: • Post illegal, obscene, or inappropriate content • Violate others' privacy or publicity rights • Share confidential or proprietary information without authorization • Post content containing viruses or malicious code

This list is not exhaustive. We reserve the right to determine what constitutes prohibited conduct.

5.4 Account Termination and Suspension

We may immediately suspend or terminate your account and access to the Service, without notice or refund, if: • You violate any provision of these Terms • You engage in prohibited conduct as defined in Section 5.3 • Your account becomes delinquent or payments fail • We receive legal notice or court order requiring suspension • We suspect fraudulent, illegal, or abusive activity • Your use of the Service poses security or legal risks • You disparage or harm our reputation or business • We cease offering the Service • At our sole discretion for any reason or no reason

Upon termination or suspension: • All licenses granted to you terminate immediately • You must cease all use of the Service • You remain liable for all outstanding fees and obligations • We may delete your account and all associated content • You are not entitled to any refund of fees paid • Your data may be retained as required by law or our policies

We may also: • Suspend access while investigating potential violations • Impose usage restrictions or limitations • Require re-verification of account information • Refuse to reinstate terminated accounts

Termination does not limit our other rights or remedies.

5.5 Account Investigations and Audits

We reserve the right to: • Monitor and review your use of the Service • Investigate suspected violations or abuse • Audit your account for compliance with these Terms • Request additional information or documentation • Verify your identity and payment information • Review content you submit or share • Examine usage patterns and activity logs

You agree to cooperate with investigations and audits, including: • Providing requested information within 7 days • Allowing access to relevant records or systems • Participating in interviews or questioning • Granting access to verify compliance

Failure to cooperate may result in immediate account suspension or termination.

5.6 Account Dormancy

If your account remains inactive for 12 consecutive months: • We may delete your account and all associated data • We will provide 30 days' notice before deletion • You may reactivate to prevent deletion • After deletion, account recovery may not be possible

6. PRIVACY, DATA PROTECTION, AND YOUR RIGHTS

[NOTE: This section remains as previously drafted with all comprehensive privacy provisions from Sections 6.1 through 6.16]

6.1 Overview and Privacy Policy

Your privacy is important to us. This section provides comprehensive information about how we collect, use, share, and protect your personal information. Our detailed Privacy Policy is incorporated into these Terms by reference and is available at [URL]. By using the Service, you consent to our data practices as described in these Terms and our Privacy Policy.

Key privacy commitments:

- We collect only the information necessary to provide and improve the Service
- We do not sell your personal information to third parties for their marketing purposes
- We implement appropriate security measures to protect your data
- We provide you with control over your personal information through the rights described below
- We comply with applicable privacy laws including the Colorado Privacy Act (CPA), California Consumer Privacy Act (CCPA) as amended by the California Privacy Rights Act (CPRA), and the General Data Protection Regulation (GDPR) where applicable

6.2 Categories of Personal Information We Collect

We collect the following categories of personal information when you use our Service:

A. Identifiers

- Name, email address, postal address, phone number, username, password, and unique account identifiers
- Device identifiers, IP addresses, and online identifiers

B. Assessment and Profile Information

- Career history, work experience, education, and professional skills
- Business interests, goals, and entrepreneurial preferences
- Time availability, budget constraints, and resource availability

- Risk tolerance and business preferences
- Assessment responses from our 48-factor evaluation system
- Entrepreneurial readiness scores and matching criteria

C. Commercial Information

- Subscription tier and payment history
- Transaction records and billing information
- Products or services considered or purchased
- Business planning documents you create using our tools

D. Internet or Network Activity

- Browsing history on our platform
- Search queries and interaction with our database
- Usage patterns, feature engagement, and time spent on platform
- Links clicked and pages visited
- Information about your interaction with our website, application, or advertisements

E. Professional or Employment Information

- Current employment status and industry
- Income level and financial capacity for investment
- Professional network and business relationships

F. Demographic Information

- Age range, location (city/state), and education level
- Language preferences

G. Inferences and Derived Data

- Profiles reflecting your preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes
- Business opportunity compatibility scores and recommendations generated by our algorithms

H. Sensitive Personal Information (where applicable)

- Financial information including account login credentials (for payment processing only)
- Precise geolocation data (only if you enable location services)

I. Communications

- Customer support inquiries, feedback, and correspondence with us
- Community forum posts and user-generated content

6.3 How We Collect Your Information

We collect personal information through:

- Direct submission: Information you provide when creating an account, completing assessments, generating business plans, or communicating with us
- Automatic collection: Technical information collected through cookies, pixels, and similar technologies when you use our platform

- Third-party sources: Payment processors, analytics providers, and publicly available business databases

6.4 How We Use Your Personal Information

We use your personal information for the following purposes:

A. To Provide the Service

- Create and manage your account
- Process your subscription and payments
- Deliver personalized business opportunity matching and recommendations
- Generate business plans and implementation guides
- Facilitate community features and user interactions
- Provide customer support

B. For Automated Decision-Making and Matching (See Section 6.5 for detailed disclosure)

- Analyze your assessment responses using our proprietary 48-factor algorithm
- Generate compatibility scores between your profile and business opportunities
- Provide personalized recommendations and rankings
- Calculate entrepreneurial readiness and success probability scores

C. To Improve and Develop the Service

- Analyze usage patterns to enhance user experience
- Conduct research and analytics to improve our matching algorithms
- Test new features and functionality
- Train and improve our recommendation systems

D. For Marketing and Communications

- Send service-related announcements and updates
- Provide information about new features or opportunities
- Send promotional communications (you may opt-out)
- Recommend coaching services based on platform usage

E. For Security and Legal Compliance

- Detect and prevent fraud, abuse, and security incidents
- Comply with legal obligations and respond to legal requests
- Enforce our Terms and protect our rights
- Conduct audits and data analysis

F. With Your Consent

- For any purpose disclosed to you at the time of collection with your explicit consent

6.5 AUTOMATED DECISION-MAKING AND ARTIFICIAL INTELLIGENCE

IMPORTANT DISCLOSURE: Our Service uses automated decision-making technology (ADMT), including artificial intelligence and machine learning algorithms, to provide

personalized business opportunity matching and recommendations. This section explains how these technologies work and your rights regarding automated decisions.

6.5.1 What Automated Decision-Making We Use

We employ automated decision-making in the following ways:

A. Business Opportunity Matching Algorithm

Our proprietary 48-factor assessment system uses artificial intelligence to:

- Analyze your assessment responses, skills, experience, and preferences
- Compare your profile against our database of business opportunities
- Calculate compatibility scores for each opportunity
- Rank and recommend opportunities based on predicted success probability
- Generate personalized implementation timelines

B. Entrepreneurial Readiness Scoring

Our algorithms evaluate:

- Your skills, resources, and constraints
- Market conditions and opportunity viability
- Time and financial investment requirements
- Success probability based on historical data patterns

C. Coaching Readiness Assessment

Our system generates scores to determine:

- Whether coaching services may benefit your situation
- Appropriate coaching program level recommendations
- Optimal timing for coaching engagement

6.5.2 How Our Algorithms Work

Input Data: Our algorithms process the following information you provide:

- Assessment responses (skills, interests, experience, goals)
- Professional background and industry experience
- Available resources (time, budget, network)
- Personal constraints and preferences
- Business goals and risk tolerance

Processing Logic: Our system employs:

- Machine learning models trained on historical success patterns
- Weighted scoring across 48 evaluation factors including:
 - Skill alignment with opportunity requirements
 - Time availability versus time commitment needed
 - Financial capacity versus investment required
 - Market conditions and competition analysis
 - Personality fit with business model characteristics
 - Experience relevance to opportunity domain

- Resource availability versus resource needs
- Risk profile alignment

Outputs and Recommendations:

- Business opportunity compatibility scores (0-100 scale)
- Ranked list of recommended opportunities
- Success probability indicators
- Implementation difficulty ratings
- Estimated time-to-launch projections
- Resource gap analysis
- Personalized action steps and recommendations

6.5.3 Significant Effects and Limitations

Potential Impacts:

Our automated recommendations may significantly influence your decisions regarding:

- Which business opportunities you pursue
- Financial investments you consider making
- Time and resources you allocate to ventures
- Whether you seek professional coaching services

Important Limitations:

- Recommendations are based on patterns and probabilities, not guarantees
- Algorithms cannot account for all personal circumstances or future market changes
- Human judgment remains essential in making final business decisions
- Success depends on factors beyond algorithmic prediction (execution, market timing, persistence)
- Our system provides guidance, not certainty about outcomes

6.5.4 Your Rights Regarding Automated Decision-Making

Right to Opt-Out:

You have the right to opt-out of automated decision-making and request that recommendations be reviewed or generated through alternative means. To opt-out:

- Email us at support@c-synergy.com with "Opt-Out of Automated Matching" in the subject line
- We will provide alternative methods for opportunity exploration within 15 days
- Your access to the Service will not be restricted if you opt-out

Right to Human Review:

You may request human review of any automated recommendation by:

- Contacting support@c-synergy.com with your specific concern
- Our team will review the algorithmic output and provide human analysis
- We will respond within 10 business days with explained reasoning

Right to Explanation:

You may request a detailed explanation of:

- Why a specific opportunity was recommended or not recommended
- How your assessment responses influenced your matching results
- Which factors had the most significant impact on your scores
- How to improve your profile for better matching

Right to Challenge and Appeal:

If you believe an automated decision is inaccurate or unfair:

- Contact support@c-synergy.com with details of your concern
- We will review the algorithmic decision within 10 business days
- You may provide additional information for reconsideration
- We will provide a written response explaining our findings

6.6 Information Sharing and Disclosure

We share your personal information only in the following circumstances:

A. Service Providers and Processors

We share information with third-party companies that perform services on our behalf, including:

- Infrastructure and hosting provider: Base44 provides the underlying platform infrastructure, data storage, database management, and backup services for the SideHustleFunder.app application
- Payment processors: To process subscription payments (e.g., Stripe, PayPal)
- Email service providers: To send service communications
- Analytics providers: To analyze platform usage (e.g., Google Analytics)
- Customer support tools: To manage support inquiries
- Scheduling services: Timetrade for coaching consultation booking
- Security services: To protect against fraud and abuse

All service providers are contractually obligated to:

- Use your information only to perform services for us
- Maintain confidentiality and security of your data
- Comply with applicable privacy laws
- Not sell or share your data for their own purposes

Important Note About Base44 Infrastructure:

Base44 serves as our infrastructure service provider and data processor. While Base44 handles the technical infrastructure, data storage, and backups that power the SideHustleFunder.app application, SideHustleFunder.app (operated by C-Synergy LLC) remains the data controller responsible for determining how your personal information is used, managed, and processed within the application.

Base44's role includes:

- Providing secure cloud infrastructure and hosting services
- Managing data storage and database operations
- Performing automated backups and disaster recovery
- Implementing platform-level security measures

- Maintaining system availability and performance

SideHustleFunder.app's responsibilities include:

- Determining what data to collect and how to use it
- Managing user accounts and access permissions
- Controlling application features and functionality
- Responding to your privacy rights requests
- Ensuring compliance with privacy laws and these Terms

Base44 has executed a Data Processing Addendum with us and maintains industry-standard security practices. For detailed information about Base44's infrastructure security, privacy practices, and data processing obligations, please review:

- Base44 Terms of Service: <https://base44.com/terms-of-service>
- Base44 Privacy Policy: <https://base44.com/privacy-policy>
- Base44 Data Processing Addendum: <https://base44.com/dpa>
- Base44 Privacy and Security Guides: <https://docs.base44.com/Guides/Privacy-and-security>

B. Business Transfers

If we are involved in a merger, acquisition, sale of assets, or bankruptcy, your information may be transferred as part of that transaction. You will be notified of any such change via email and/or prominent notice on our Service.

C. Legal Requirements and Protection

We may disclose your information when required by law or when we believe disclosure is necessary to:

- Comply with legal obligations, court orders, or government requests
- Enforce our Terms and protect our legal rights
- Protect the safety, rights, or property of users or the public
- Detect, prevent, or address fraud, security, or technical issues

D. With Your Consent

We may share your information for any purpose disclosed to you with your explicit consent.

E. Aggregate and De-Identified Data

We may share aggregated or de-identified information that cannot reasonably be used to identify you for research, marketing, or analytics purposes.

What We Do NOT Do:

- We do NOT sell your personal information to third parties for monetary consideration
- We do NOT share your assessment responses or business plans with other users
- We do NOT disclose your identity in community features unless you choose to share it
- We do NOT use your data to train third-party AI models

6.7 Cookies and Tracking Technologies

We use cookies, pixels, web beacons, and similar technologies to:

- Maintain your session and remember your preferences
- Understand how you use our Service
- Analyze traffic and user behavior
- Deliver targeted advertisements (where consented)
- Improve Service performance and functionality

Types of Cookies We Use:

A. Strictly Necessary Cookies

- Required for the Service to function properly
- Enable core functionality like account login and security
- Cannot be disabled

B. Performance and Analytics Cookies

- Collect information about how you use the Service
- Help us understand user behavior and improve features
- Include Google Analytics and similar services

C. Functionality Cookies

- Remember your preferences and settings
- Enable enhanced features and personalization

D. Advertising Cookies

- Deliver relevant advertisements based on your interests
- Track effectiveness of marketing campaigns
- May be placed by third-party advertising partners

Your Cookie Choices:

- You can control cookies through your browser settings
- You can opt-out of advertising cookies through industry tools
- Disabling certain cookies may limit Service functionality
- We honor Global Privacy Control (GPC) signals for applicable jurisdictions

For detailed information about our cookie practices, see our Cookie Policy at [URL].

6.8 Data Retention

We retain your personal information for as long as necessary to:

- Provide the Service and fulfill the purposes described in these Terms
- Comply with legal obligations
- Resolve disputes and enforce our agreements

Specific Retention Periods:

A. Account Information

- Active accounts: Retained while your account is active

- Closed accounts: Deleted within 90 days of account closure, except as required by law

B. Assessment and Matching Data

- Retained for the duration of your subscription
- Retained for 2 years after subscription ends for potential reactivation
- Deleted upon request or after retention period expires

C. Business Plans and User-Generated Content

- Retained until you delete them or close your account
- Available for download before deletion

D. Transaction Records

- Retained for 7 years for tax and accounting purposes

E. Marketing Communications

- Retained until you unsubscribe or request deletion
- Unsubscribe requests processed within 10 business days

F. Analytics and Usage Data

- Aggregated data may be retained indefinitely
- Individual-level data retained for 2 years

G. Legal and Security Data

- Retained as long as necessary for legal defense or investigation

Requesting Deletion:

You may request deletion of your personal information at any time by contacting support@c-synergy.com. We will delete your information within 45 days unless we have a legal obligation to retain it.

6.9 Data Security

We implement appropriate technical and organizational measures to protect your personal information against unauthorized access, alteration, disclosure, or destruction.

Infrastructure Security (Base44):

Base44, our infrastructure service provider, implements industry-standard security measures at the platform level, including:

- Encryption of data in transit using TLS/SSL protocols
- Encryption of data at rest in secure storage systems
- Secure database management and access controls
- Automated backup systems with secure storage
- Network security and intrusion detection
- Infrastructure monitoring and logging
- Physical security at data center facilities
- Disaster recovery and business continuity measures

- Regular security updates and patch management
- Compliance with industry security standards

Base44's comprehensive security practices are designed to protect the underlying infrastructure that hosts the SideHustleFunder.app application. For detailed information about Base44's security architecture, certifications, and practices, please review the Base44 Privacy and Security Guides at <https://docs.base44.com/Guides/Privacy-and-security>

Application Security (SideHustleFunder.app):

At the application level, we implement additional security measures including:

- Secure user authentication mechanisms
- Role-based access controls within the application
- Input validation and sanitization
- Protection against common web vulnerabilities
- Secure session management
- Regular security testing of application features
- Monitoring of user access and activity logs

Organizational Safeguards:

- Employee training on data protection and security
- Access to personal information limited to authorized personnel only
- Confidentiality agreements with employees and contractors
- Data protection impact assessments for high-risk processing
- Incident response and data breach notification procedures
- Vendor management and third-party security assessments
- Regular review and updates of security policies

Your Responsibilities:

- Maintain the confidentiality of your account credentials
- Use a strong, unique password
- Enable two-factor authentication when available
- Notify us immediately of any unauthorized access
- Keep your contact information current for security notifications

Limitations:

While we and Base44 implement robust security measures, no system is completely secure. We cannot guarantee absolute security of your information. However, we maintain comprehensive data breach response procedures as detailed in Section 6.10 below.

Division of Security Responsibilities:

- Base44 is responsible for securing the infrastructure, platform, and physical/network layers
- SideHustleFunder.app is responsible for application-level security, user access management, and data handling practices
- Both parties work together to maintain comprehensive security through our Data Processing Addendum

- In the event of a security incident, both parties cooperate on investigation, remediation, and notification obligations

For questions about our security practices, contact support@c-synergy.com. For information about Base44's infrastructure security, visit <https://base44.com/privacy-policy>

6.10 Data Breach Response and Notification

We maintain comprehensive data breach response procedures to protect your personal information and ensure compliance with applicable laws. This section explains our obligations and your rights in the event of a data breach.

6.10.1 What Constitutes a Reportable Data Breach

A reportable data breach occurs when there is unauthorized access to, acquisition of, disclosure of, or loss of personal information that compromises the security, confidentiality, or integrity of your data, and that poses a reasonable likelihood of harm to you.

Reportable breaches include incidents involving:

- Unauthorized access to your account or personal information
- Theft or loss of devices or systems containing unencrypted personal information
- Malicious attacks (ransomware, hacking, phishing) that compromise personal information
- Unauthorized disclosure to third parties
- Loss or theft of backup media containing personal information
- System vulnerabilities that expose personal information

High-Risk Breaches requiring expedited notification involve:

- Financial information (payment card data, account credentials)
- Government-issued identification numbers (Social Security numbers, driver's license numbers)
- Login credentials that could enable account access
- Health information or other sensitive personal data
- Information that could lead to identity theft or financial fraud
- Large-scale breaches affecting significant numbers of users

Not all security incidents constitute reportable breaches. We assess each incident based on:

- Type and sensitivity of information involved
- Whether information was encrypted or otherwise secured
- Who accessed the information and their intent
- Likelihood and severity of potential harm to affected individuals
- Whether the information has been recovered or misuse prevented

6.10.2 Breach Detection and Investigation

We maintain monitoring systems and procedures to detect potential security incidents:

- Continuous monitoring of system access logs and unusual activity
- Automated alerts for suspicious access patterns

- Regular security audits and vulnerability assessments
- User reports of suspicious activity
- Notifications from Base44 regarding infrastructure-level incidents
- Third-party security reports and threat intelligence

Upon detecting a potential breach, we immediately:

- Contain the incident to prevent further unauthorized access
- Initiate an investigation to determine scope and impact
- Coordinate with Base44 when the incident involves infrastructure components
- Preserve evidence for forensic analysis
- Engage cybersecurity experts when necessary
- Document all actions taken for regulatory reporting

Investigation Process:

- Within 24 hours: Initial assessment of incident nature and scope
- Within 72 hours: Determine categories of data affected and number of users impacted
- Ongoing: Identify root cause, assess security control failures, and implement remediation
- Final: Complete investigation report with findings and corrective actions

6.10.3 Coordination with Base44

Because Base44 provides our infrastructure, certain breaches may originate at the platform level or involve shared responsibilities:

Base44's Obligations to SideHustleFunder.app:

- Notify us immediately (within 24 hours) of any security incident affecting our data
- Provide detailed incident information including affected systems and data categories
- Cooperate in investigation and forensic analysis
- Implement remediation measures and security improvements
- Maintain detailed logs and evidence of the incident

Our Obligations:

- Assess whether Base44-detected incidents constitute reportable breaches to our users
- Determine which users are affected based on our application data
- Provide notifications to affected users and regulatory authorities
- Coordinate investigation of application-level aspects
- Implement additional application-level security measures

Shared Responsibilities:

- Joint investigation when breach involves both infrastructure and application layers
- Coordinated remediation to address all vulnerability points
- Combined reporting to authorities when required
- Shared communication strategy to ensure consistent messaging

For breaches originating at the application level, we maintain primary responsibility for all notification and remediation obligations.

6.10.4 Notification Timeframes

We comply with applicable data breach notification laws, which vary by jurisdiction. Our notification procedures follow the most stringent requirements to ensure comprehensive compliance:

To Regulatory Authorities:

Colorado Residents:

- Colorado Attorney General: Without unreasonable delay, consistent with legitimate investigative needs
- Consumer reporting agencies: If breach affects more than 1,000 Colorado residents

California Residents:

- California Attorney General: Without unreasonable delay, and substitute notice if more than 500,000 residents affected
- Comply with CCPA breach notification requirements

European Union/GDPR:

- Relevant supervisory authority: Within 72 hours of becoming aware of the breach
- If notification cannot be made within 72 hours, we provide reasons for delay
- For high-risk breaches, notification to data subjects without undue delay

Other Jurisdictions:

- Comply with specific state breach notification laws where affected users reside
- Federal agencies where required by sector-specific regulations

To Affected Users:

Standard Breaches:

- Email notification: Within 30 days of confirming the breach
- Account portal notice: Immediate posting once investigation confirms user impact
- Website notice: If email addresses are unavailable

High-Risk Breaches:

- Expedited notification: Within 72 hours to 10 days depending on severity
- Multiple channels: Email, account portal, website banner, and postal mail if necessary
- Direct phone contact: For breaches involving financial account access

Timeline may be delayed only for:

- Law enforcement requests to delay notification during investigation
- Immediate notification would impede our ability to secure systems
- Additional time needed to determine scope of user impact

We will never delay notification beyond what is legally required or reasonable under the circumstances.

6.10.5 Breach Notification Content

When we notify you of a data breach, we will provide comprehensive information to help you understand the incident and protect yourself:

Required Information in Notifications:

A. Description of the Incident

- Date or date range when the breach occurred
- Date when we discovered the breach
- How the breach occurred (to the extent known)
- What systems or services were affected
- Current status of the incident (contained, ongoing investigation, resolved)

B. Categories of Personal Information Involved

- Specific types of data that were accessed or acquired
- Whether information was encrypted or otherwise protected
- Number of affected individuals (or estimate if exact number unknown)
- Whether the information included sensitive data (financial, health, credentials)

C. Potential Consequences

- Types of harm that could result from the breach
- Whether we have evidence of actual or intended misuse
- Risk level assessment (low, moderate, high risk to individuals)

D. Remediation Actions Taken

- Steps we have taken to contain and remediate the breach
- Security improvements implemented to prevent future incidents
- Cooperation with law enforcement or regulatory authorities
- Third-party forensic investigations conducted

E. User Protection Measures Offered

- Credit monitoring services (if applicable for high-risk breaches)
- Identity theft protection services
- Password reset requirements and account security enhancements
- Additional security features being enabled

F. Recommended User Actions

- Immediate steps to take to protect your account
- How to monitor for suspicious activity
- Resources for identity theft protection and credit monitoring
- Contact information for questions and support

G. Contact Information

- Dedicated support email and phone number for breach-related questions
- Hours of availability for support
- Website with detailed breach information and FAQs
- Regulatory agency contact information where applicable

6.10.6 Notification Methods

We use multiple methods to ensure affected users receive timely breach notifications:

Primary Notification Method:

- Email to the address associated with your account
- Email will come from support@c-synergy.com
- Subject line will clearly identify it as a security notification
- Email will include information on how to verify authenticity (not a phishing attempt)

Secondary Notification Methods:

- Prominent notice on account dashboard when you log in
- Banner notification on website homepage
- In-app notification if using mobile application
- Text message for high-risk breaches (if phone number on file)

Alternative Methods (when email is unavailable or insufficient):

- U.S. Postal Mail to address on file
- Telephone notification for high-risk breaches
- Substitute notice (if insufficient contact information):
 - Conspicuous posting on website homepage
 - Notice to major statewide media if required by state law
 - Email to last known email address even if bounced

For breaches affecting more than 500,000 users, we will also:

- Issue public press release
- Notify major national media outlets
- Post comprehensive information on dedicated breach response webpage

All notifications will be written in clear, plain language without legal jargon or technical terminology that could obscure critical information.

6.10.7 Your Rights and Actions After a Breach

Upon receiving breach notification, you have specific rights and should take protective actions:

Immediate Actions You Should Take:

A. Account Security

- Change your SideHustleFunder.app password immediately

- Enable two-factor authentication if not already active
- Review account activity for unauthorized access
- Update security questions and answers
- Log out all active sessions

B. Related Account Security

- Change passwords on other accounts where you used the same or similar password
- Enable two-factor authentication on other important accounts
- Review security settings across all online accounts

C. Monitor for Suspicious Activity

- Check financial accounts and credit card statements for unauthorized transactions
- Monitor credit reports for new accounts or inquiries you didn't authorize
- Watch for phishing emails or calls claiming to be from us
- Be alert to identity theft attempts using your information

D. Document Everything

- Save all breach notification communications
- Keep records of time spent addressing breach consequences
- Document any suspicious activity or attempted misuse
- Track expenses related to breach protection measures

Your Legal Rights After a Breach:

A. Right to Breach Details

- Request additional information about the breach beyond initial notification
- Obtain copies of breach investigation findings (subject to legal restrictions)
- Understand what specific data of yours was affected

B. Right to Complimentary Protection Services

- For high-risk breaches, we provide credit monitoring services at no cost
- Identity theft protection services for specified period
- Dedicated support line for breach-related questions

C. Right to File Complaints

- File complaint with Colorado Attorney General: <https://coag.gov/>
- File complaint with California Attorney General: <https://oag.ca.gov/>
- File complaint with relevant EU supervisory authority (GDPR breaches)
- File complaint with Federal Trade Commission: <https://reportfraud.ftc.gov/>

D. Right to Legal Action

- Under CCPA Section 1798.150, you may have right to statutory damages (\$100-\$750 per incident) if:
 - Breach resulted from our failure to maintain reasonable security
 - Your information was subject to unauthorized access and exfiltration, theft, or disclosure
 - You suffered actual damages

- Must provide 30-day notice and opportunity to cure before filing lawsuit
- Class action waiver in Section 11.4 may not apply to statutory data breach claims under CCPA

E. Right to Account Closure

- Close your account if you no longer trust our security
- Request deletion of all your personal information
- Receive refund of unused subscription fees (prorated)

6.10.8 Post-Breach Security Improvements

Following any data breach, we commit to:

Immediate Actions:

- Patch vulnerabilities that enabled the breach
- Enhance monitoring for related attack vectors
- Implement additional access controls
- Require password resets for affected accounts
- Review and update security policies

Short-Term Improvements (30-90 days):

- Conduct comprehensive security audit
- Engage third-party security experts for assessment
- Implement additional security technologies
- Enhance employee security training
- Review and strengthen vendor security requirements

Long-Term Measures:

- Regular penetration testing and vulnerability assessments
- Continuous monitoring and threat detection improvements
- Annual security audits by independent third parties
- Regular updates to incident response procedures
- Enhanced security awareness training for all personnel

We will provide updates on security improvements through:

- Email notifications to affected users
- Transparency report on our website
- Updated security documentation and policies

6.10.9 Our Commitment to Transparency

We are committed to transparent communication about security incidents:

Transparency Principles:

- Timely notification in compliance with or exceeding legal requirements
- Clear, honest communication about what happened and why
- Regular updates throughout investigation and remediation

- Public accountability through transparency reports
- Continuous improvement based on lessons learned

Annual Security Report:

We publish an annual security and transparency report including:

- Number and nature of security incidents (without compromising security)
- Improvements made to security infrastructure
- Third-party audit results and certifications
- Investments in security technologies and personnel
- Breach response procedure updates

You can access our security transparency information at [URL].

6.10.10 Limitations and Disclaimers

While we maintain comprehensive breach response procedures:

We Are Not Liable For:

- Breaches caused by your failure to maintain password security
- Unauthorized account access due to password sharing
- Phishing attacks or social engineering targeting you directly
- Breaches at third-party services where you reused passwords
- Consequences of delays in notification required by law enforcement

We Will Make Reasonable Efforts To:

- Detect and respond to breaches as quickly as possible
- Minimize harm through rapid containment and remediation
- Provide appropriate support and protection services
- Prevent similar incidents through security improvements
- Cooperate with law enforcement and regulatory investigations

However, we cannot guarantee:

- Prevention of all security incidents
- Immediate detection of all breaches
- Complete recovery of all compromised data
- Prevention of all harm to affected individuals

Our total liability for breach-related claims remains subject to the limitations in Section 8.4 of these Terms, except where prohibited by law (such as CCPA statutory damages).

For questions about our data breach response procedures, contact:

- Email: support@c-synergy.com
- Subject line: "Data Breach Inquiry"

6.11 International Data Transfers

Our Service is operated from the United States. The application infrastructure is hosted by Base44, and your information is stored on servers located in the United States. Your information may be transferred to, stored, and processed in the United States and other countries where our service providers operate.

For European Union Users:

If you are located in the European Economic Area (EEA), United Kingdom, or Switzerland, we transfer your personal information outside of those regions. We ensure appropriate safeguards are in place, including:

- Standard Contractual Clauses approved by the European Commission
- Data Processing Addendum with Base44 incorporating appropriate safeguards
- Adequacy decisions for certain jurisdictions
- Your explicit consent where required

Base44 maintains compliance with international data protection requirements and implements appropriate technical and organizational measures for cross-border data transfers. For details about Base44's data transfer safeguards, see the Base44 Data Processing Addendum at <https://base44.com/dpa>

By using our Service, you consent to the transfer of your information to countries outside your country of residence, including the United States, which may have different data protection laws.

6.12 Children's Privacy

Our Service is not intended for individuals under the age of 18. We do not knowingly collect personal information from children. If you are under 18, do not use the Service or provide any information to us.

If we learn that we have collected personal information from a child under 18 without parental consent, we will delete that information immediately. If you believe we may have information from a child under 18, please contact us at support@c-synergy.com.

6.13 Your Privacy Rights by Jurisdiction

Your privacy rights vary depending on your location. This section explains your rights under applicable privacy laws.

6.13.1 COLORADO RESIDENTS (Colorado Privacy Act)

If you are a Colorado resident, you have the following rights:

A. Right to Access

- Confirm whether we are processing your personal information
- Access the personal information we have collected about you
- Receive a copy of your personal information in a portable format

B. Right to Correction

- Request correction of inaccurate personal information

C. Right to Deletion

- Request deletion of personal information we collected from you

D. Right to Data Portability

- Receive your personal information in a readily usable format
- Transmit your personal information to another entity where technically feasible

E. Right to Opt-Out

You have the right to opt-out of:

- Targeted advertising based on your personal information
- Sale of your personal information
- Profiling in furtherance of decisions that produce legal or similarly significant effects

F. Right to Opt-Out via Universal Opt-Out Mechanism

We honor user-selected universal opt-out mechanisms, including Global Privacy Control (GPC) signals. When we detect a GPC signal from your browser, we will treat it as a valid request to opt-out of targeted advertising and data sales for that browser.

G. Right to Appeal

If we deny your privacy request, you have the right to appeal our decision:

- Submit your appeal to support@c-synergy.com within 45 days
- We will respond to your appeal within 45 days
- If we deny your appeal, you may contact the Colorado Attorney General to submit a complaint

Exercising Your Colorado Rights:

- Email: support@c-synergy.com with "Colorado Privacy Request" in subject line
- Online form: [URL] (Account Settings > Privacy Rights)
- We will respond within 45 days (may extend by additional 45 days with notice)
- We do not discriminate against you for exercising your rights

Sensitive Data Notice for Colorado Residents:

We obtain your consent before processing sensitive personal data, which includes: personal data revealing racial or ethnic origin, religious beliefs, mental or physical health diagnosis, sex life or sexual orientation, citizenship or immigration status, genetic or biometric data processed to identify you, or personal data from a known child.

6.13.2 CALIFORNIA RESIDENTS (CCPA/CPRA)

If you are a California resident, you have the following rights under the California Consumer Privacy Act (CCPA) as amended by the California Privacy Rights Act (CPRA):

A. Right to Know

You have the right to request:

- Categories of personal information we collected about you
- Categories of sources from which we collected your information
- Business or commercial purposes for collecting your information
- Categories of third parties with whom we share your information
- Specific pieces of personal information we collected about you

B. Right to Delete

- Request deletion of personal information we collected from you
- Subject to certain exceptions (legal obligations, completing transactions, security purposes)

C. Right to Correct

- Request correction of inaccurate personal information

D. Right to Opt-Out of Sale/Sharing

- We do not "sell" personal information for monetary consideration
- We may "share" personal information for cross-context behavioral advertising
- Opt-out of sharing: Click "Do Not Sell or Share My Personal Information" link on our website
- We honor Global Privacy Control (GPC) signals as valid opt-out requests

E. Right to Limit Use of Sensitive Personal Information

- Request that we limit use of sensitive personal information to purposes necessary to provide the Service
- Click "Limit the Use of My Sensitive Personal Information" link on our website

F. Right to Non-Discrimination

- We will not discriminate against you for exercising your CCPA rights
- We will not deny goods or services, charge different prices, or provide different quality of service

G. Right to Data Portability

- Receive your personal information in a portable, readily usable format

H. Right to Opt-Out of Automated Decision-Making

- Opt-out of profiling in furtherance of decisions that produce legal or similarly significant effects
- See Section 6.5.4 for automated decision-making rights and procedures

Disclosure Requirements:

Categories of Personal Information We Sell or Share:

- We do NOT sell personal information for monetary consideration
- We may share Internet/Network Activity data with advertising partners for targeted advertising purposes

Retention Periods:

- See Section 6.8 for detailed retention periods by category

Sensitive Personal Information:

- Financial account credentials (for payment processing only)
- Precise geolocation (only if you enable location services)

Exercising Your California Rights:

- Email: support@c-synergy.com with "California Privacy Request" in subject line
- We will verify your identity before processing requests
- We will respond within 45 days (may extend by additional 45 days with notice)

Authorized Agents:

You may designate an authorized agent to submit requests on your behalf by:

- Providing written authorization signed by you
- Agent must verify their identity and authority
- We may still require you to verify your identity directly

Shine the Light:

California Civil Code Section 1798.83 permits California residents to request information about disclosure of personal information to third parties for direct marketing purposes. We do not disclose personal information to third parties for their direct marketing purposes.

6.13.3 VIRGINIA RESIDENTS (VCDPA)

If you are a Virginia resident, you have rights similar to Colorado residents under the Virginia Consumer Data Protection Act (VCDPA), including rights to access, correct, delete, data portability, and opt-out of targeted advertising, sale of personal information, and profiling. Contact support@c-synergy.com to exercise these rights.

6.13.4 OTHER U.S. STATE RESIDENTS

If you reside in Connecticut, Utah, Montana, Oregon, Texas, Delaware, Iowa, Indiana, Tennessee, New Jersey, Nebraska, New Hampshire, or Kentucky, you may have privacy rights under your state's privacy law. Contact support@c-synergy.com for information about your specific rights.

6.13.5 EUROPEAN UNION, UK, AND SWITZERLAND (GDPR)

If you are located in the European Economic Area (EEA), United Kingdom, or Switzerland, your personal data is protected by the General Data Protection Regulation (GDPR) or UK GDPR. You have the following rights:

A. Right of Access (Article 15)

- Obtain confirmation of whether we process your personal data
- Access your personal data and information about processing

B. Right to Rectification (Article 16)

- Correct inaccurate or incomplete personal data

C. Right to Erasure/"Right to be Forgotten" (Article 17)

- Request deletion of your personal data in certain circumstances

D. Right to Restriction of Processing (Article 18)

- Request that we restrict processing of your personal data in certain circumstances

E. Right to Data Portability (Article 20)

- Receive your personal data in a structured, commonly used, machine-readable format
- Transmit your data to another controller where technically feasible

F. Right to Object (Article 21)

- Object to processing based on legitimate interests
- Object to processing for direct marketing purposes

G. Rights Related to Automated Decision-Making (Article 22)

- Not be subject to decisions based solely on automated processing that produce legal or similarly significant effects
- Request human intervention, express your point of view, and contest automated decisions
- See Section 6.5.4 for detailed automated decision-making rights

H. Right to Withdraw Consent

- Withdraw consent at any time where processing is based on consent
- Withdrawal does not affect lawfulness of processing before withdrawal

I. Right to Lodge a Complaint

- Lodge a complaint with your supervisory authority:
- For Colorado operations: Not applicable (GDPR is EU-specific)
- Find your supervisory authority: https://edpb.europa.eu/about-edpb/board/members_en

Legal Basis for Processing:

We process your personal data based on the following legal grounds:

- Consent: When you have given explicit consent (e.g., for marketing communications, sensitive data)
- Contract: To perform our contract with you (provide the Service)
- Legal Obligation: To comply with legal requirements
- Legitimate Interests: For our business operations, where balanced against your rights

International Data Transfers:

We transfer personal data from the EEA/UK/Switzerland to the United States and other countries. We ensure appropriate safeguards through:

- Standard Contractual Clauses approved by the European Commission
- Your explicit consent where required by law

Data Protection Officer:

For questions about our GDPR compliance, contact:

- Email: support@c-synergy.com with "GDPR Inquiry" in subject line
- Subject line must include "Data Protection Officer"

Exercising Your GDPR Rights:

- Email: support@c-synergy.com with "GDPR Request" in subject line
- We will respond within one month (may extend by two additional months for complex requests with notice)

6.14 How to Exercise Your Privacy Rights

Submitting Requests:

You may submit privacy rights requests through:

1. Email: support@c-synergy.com
 - Include your request type in the subject line (e.g., "Access Request," "Deletion Request")
 - Provide your full name, email address, and account details

Verification Process:

To protect your privacy, we must verify your identity before processing requests. We will:

- Match information you provide with information in our records
- Request additional information if needed (e.g., recent transaction, account details)
- May require government-issued ID for sensitive requests
- Verify authorized agents through written authorization

Response Timeframes:

- Colorado/California: 45 days (may extend by 45 days with notice)
- GDPR: 30 days (may extend by 60 days for complex requests with notice)
- Other jurisdictions: As required by applicable law

Format of Responses:

- We provide information in a readily usable format (PDF, CSV, or other common format)
- Electronic delivery via secure email or account portal
- Physical copies available upon request

Fees:

- First two requests per year: Free of charge
- Additional requests: May charge reasonable fee for excessive or repetitive requests
- We will notify you of any fees before processing

Appeal Process:

If we deny or cannot fully comply with your request:

1. We will explain the reason for denial
2. You may appeal by responding to our denial notice within 45 days

3. We will review and respond to your appeal within 45 days
4. If appeal is denied, you may contact applicable authorities (see jurisdiction-specific sections)

No Retaliation:

We will not discriminate, retaliate, or take adverse action against you for exercising your privacy rights. You will not:

- Be denied Service access
- Receive different pricing or quality of service
- Be treated differently based on exercising your rights

6.15 Do Not Track Signals

Some browsers have "Do Not Track" features that send signals to websites you visit. We currently do not respond to Do Not Track browser signals. However, we do honor Global Privacy Control (GPC) signals as opt-out requests for targeted advertising and data sales where required by law (California and Colorado).

6.16 Changes to Data Practices

We may update our data practices from time to time. When we make material changes to how we collect, use, or share your personal information, we will:

- Update the "Last Updated" date at the top of these Terms
- Provide notice through the Service, email, or other reasonable means
- Obtain your consent where required by law

Material changes include:

- Changes to categories of personal information collected or processed
- Changes to purposes for processing
- New disclosures to third parties
- Changes to your rights or how to exercise them
- Changes to automated decision-making processes

How changes apply:

- New data practices apply to information collected after the effective date
- For information collected before changes, we will obtain consent where required
- Continued use of the Service after changes constitutes acceptance

We encourage you to review these Terms periodically to stay informed about our data practices.

6.17 Our Rights to Use Aggregated Data

In addition to the data practices described above, we reserve the right to:

Collect and Use Aggregated Data: • Create anonymized, aggregated statistics from user data • Analyze trends, patterns, and usage across all users • Generate industry insights and market intelligence • Develop benchmarks and comparative metrics

Share and Monetize Aggregated Data: • Sell or license aggregated data to third parties • Include aggregated data in research publications • Use aggregated data for marketing and promotional purposes • Share aggregated data with business partners or investors

Use Data for Service Improvement: • Train and improve our AI and machine learning models • Enhance our matching algorithms and recommendations • Develop new features and functionality • Optimize Service performance and user experience

Aggregated data cannot identify you individually and is not subject to privacy restrictions on personal information. This right survives termination of your account.

6.18 Marketing and Testimonials

By using the Service, you grant us permission to: • Use your name, image, and success story in marketing materials • Create case studies featuring your use of the Service • Display testimonials or reviews you provide • Feature your business or project in promotional content • Reference you as a customer in sales materials

You may opt out of marketing use by emailing support@c-synergy.com. Opt-out does not affect our use of: • Anonymized or aggregated data • Previously published marketing materials • Internally generated success metrics

7. COACHING SERVICES DISCLAIMER

The SideHustleFunder.app platform is separate from C-Synergy's professional coaching services. While the platform may recommend that you consider coaching or provide coaching readiness scores, any coaching engagement requires a separate agreement and payment.

Important distinctions: • Platform subscription fees do not include one-on-one coaching • Automated recommendations and tools are not a substitute for professional advice • Coaching services are subject to separate terms, conditions, and pricing • Mastermind tier group coaching sessions are facilitated but not individual coaching

Data Use in Coaching Services: If you choose to engage coaching services: • Your platform assessment data may be reviewed by your coach with your consent • Coaching sessions and materials are subject to separate confidentiality agreements • Platform data and coaching data may be combined to provide integrated services • You may request that platform data not be shared with coaching services

8. DISCLAIMERS AND LIMITATIONS OF LIABILITY

8.1 No Business Guarantees

THE SERVICE PROVIDES INFORMATION, TOOLS, AND RECOMMENDATIONS BUT DOES NOT GUARANTEE BUSINESS SUCCESS, INCOME, OR PROFITABILITY. Your results depend on numerous factors including your effort, skills, market conditions, timing, competition, and circumstances beyond our control.

We make no representations or warranties about:

- The suitability of any particular business opportunity for your situation
- The accuracy of market data, income projections, or success rates
- The availability or viability of opportunities identified through the platform
- Your ability to successfully implement any business recommendation
- The accuracy or reliability of our automated matching algorithms
- The completeness or currency of information in our database

The results you may achieve using the Service

Any earnings or success examples are illustrative only and do not represent typical results. Most users will not achieve similar results. Your results will vary based on many factors.

Automated Decision-Making Limitations: Our algorithms provide recommendations based on data patterns and probabilities. They cannot:

- Predict individual success with certainty
- Account for all personal circumstances or future changes
- Replace professional business advice or consultation
- Guarantee accuracy of opportunity assessments
- Foresee market disruptions or economic changes
- Consider factors unknown to the system
- Protect against all risks or business failures

8.2 "As Is" Service Provision

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

We do not warrant that:

- The Service will be uninterrupted, timely, secure, or error-free
- Results obtained from the Service will be accurate or reliable
- The quality of any products, services, information, or other material obtained through the Service will meet your expectations
- Defects in the Service will be corrected
- The Service is free of viruses, malware, or harmful components
- Our servers or systems are secure or immune from unauthorized access
- The Service will be compatible with your systems or devices
- Content will be preserved or available indefinitely

8.3 Service Availability and Performance

We do not guarantee any specific uptime, availability, or performance levels. The Service may be:

- Temporarily unavailable due to maintenance, updates, or technical issues
- Subject to

interruptions or degraded performance • Modified or discontinued without notice • Affected by factors beyond our control

We are not liable for any losses resulting from Service unavailability or performance issues.

8.4 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL C-SYNERGY LLC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION: • Loss of profits, revenue, or income • Loss of business opportunities or contracts • Loss of data, files, or information • Loss of use, goodwill, or reputation • Business interruption or operational delays • Cost of substitute products or services • Reliance on recommendations or advice • Any business decisions made based on Service recommendations or automated decision-making outputs • Unauthorized access, use, or alteration of your content • Third-party conduct or content • Security breaches or data incidents (except as required by law)

EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, THEY ARISE FROM: • Your access to or use of or inability to access or use the Service • Any conduct or content of any third party on the Service • Reliance on algorithmic recommendations or matching results • Errors, mistakes, or inaccuracies of content • Personal injury or property damage resulting from your use • Unauthorized access to our servers or your data • Interruption or cessation of transmission to or from the Service • Bugs, viruses, or malicious code • Any other matter relating to the Service

OUR TOTAL LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATED TO THESE TERMS OR THE SERVICE SHALL NOT EXCEED THE LESSER OF: • THE AMOUNT YOU PAID US IN THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY, OR • ONE HUNDRED DOLLARS (\$100)

This limitation applies regardless of the form of action (contract, tort, negligence, strict liability, or otherwise) and remains in effect even if limited remedies fail their essential purpose.

Some jurisdictions do not allow limitation of certain warranties or liability, so some limitations may not apply to you. In such cases, our liability is limited to the maximum extent permitted by law.

8.5 Third-Party Services

The Service may contain links to, integrate with, or rely on third-party websites, services, applications, or resources ("Third-Party Services"). We are not responsible or liable for: • The availability, accuracy, content, or practices of Third-Party Services • Products, services, or information provided by Third-Party Services • Security or privacy practices of Third-Party Services • Actions or omissions of third-party providers • Any transactions between you and third-party providers

Links to Third-Party Services do not constitute endorsement. Your use of Third-Party Services is at your own risk and subject to their terms and conditions. We have no control over Third-Party Services and disclaim all liability related to them.

Third-Party Services include but are not limited to: • Payment processors (Stripe, PayPal, etc.) • Infrastructure providers (Base44, cloud hosting) • Analytics services (Google Analytics) • Communication services (email, SMS providers) • External resources linked from our content

8.6 Base44 Infrastructure Disclaimer

While Base44 provides infrastructure services for our platform, C-Synergy LLC is your sole contracting party. We are not liable for: • Base44's acts, omissions, or performance • Infrastructure failures or outages • Data loss or corruption at the infrastructure level • Security incidents originating at the platform level

Your sole remedy for infrastructure-related issues is against us, subject to the limitations in this Section 8.

8.7 User Content and Conduct Disclaimer

We are not responsible or liable for: • Content posted by users of the Service • Conduct of other users • Accuracy or reliability of user-generated content • Disputes between users • Third-party claims arising from user content

We do not endorse, verify, or guarantee user content. You rely on user content at your own risk.

9. INDEMNIFICATION

9.1 Your Indemnification Obligations

You agree to defend, indemnify, and hold harmless C-Synergy LLC and its officers, directors, shareholders, employees, contractors, agents, licensors, suppliers, successors, and assigns (collectively, "Indemnified Parties") from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees, expert witness fees, and litigation costs) arising out of or relating to:

Your Use of the Service: • Your access to or use of the Service • Your violation of these Terms • Your violation of applicable laws or regulations • Your negligence or willful misconduct

Your Content: • Any content you submit, post, or share through the Service • Your breach of intellectual property rights • Claims that your content infringes third-party rights • False, misleading, or defamatory content you provide

Your Business Activities: • Business decisions made based on Service recommendations • Your implementation of business opportunities found through the Service • Business ventures or projects undertaken based on Service information • Financial losses or damages to third parties from your business activities

Your Account: • Unauthorized use of your account by others • Your failure to maintain account security • Activities conducted under your account • Your violation of account restrictions

Third-Party Claims: • Claims by other users regarding your conduct • Claims by business partners or customers • Claims arising from your violation of third-party rights • Any other third-party claims related to your use of the Service

9.2 Indemnification Procedures

If we seek indemnification: • We will promptly notify you of the claim • You will cooperate fully in the defense • You will not settle without our prior written consent • We may participate in defense at our expense • We may assume exclusive defense and control at any time

Your obligations under this Section 9 survive termination of these Terms.

9.3 Scope of Indemnification

Your indemnification obligations include: • All legal fees and costs (including appeals) • Settlement amounts and judgments • Expert witness and consultant fees • Investigation and discovery costs • Court costs and filing fees • Lost time and internal costs • Any other damages or losses

10. MODIFICATIONS TO TERMS AND SERVICE

10.1 Changes to Terms

We reserve the right to modify these Terms at any time, at our sole discretion, for any reason or no reason. We will provide notice of changes by: • Posting the updated Terms with a new "Last Updated" date • Sending an email notification to registered users (at our discretion) • Displaying a prominent notice on the Service (at our discretion)

Material changes become effective: • Immediately upon posting for new users • 15 days after notice for existing users (or immediately at our discretion) • Immediately for changes required by law or to address security concerns

Your continued use of the Service after changes become effective constitutes acceptance of the modified Terms. If you don't accept changes, your sole remedy is to stop using the Service and cancel your account. No refunds will be provided for cancellation due to Terms changes.

We may also modify Terms for specific users or groups without notice if: • Required by law or court order • Necessary to address abuse or violations • Part of a negotiated arrangement • At our sole discretion for operational reasons

10.2 Service Modifications

We may modify, suspend, or discontinue any aspect of the Service at any time, at our sole discretion, without notice or liability, including: • Features, functionality, or content • Availability in specific geographic regions • Subscription tiers or pricing • Database content or opportunities • Assessment tools or matching algorithms • Community features or resources • Integrations or third-party services

We are not obligated to: • Provide advance notice of Service changes • Maintain any specific features or functionality • Support previous versions or iterations • Preserve content or data after modifications • Compensate for changes or discontinuance

Service modifications may affect your ability to use certain features. No refunds or credits will be provided for Service modifications.

11. DISPUTE RESOLUTION

11.1 Informal Resolution

Before filing a formal claim, you agree to contact us at support@c-synergy.com to seek informal resolution. We'll attempt to resolve disputes through good-faith negotiation for at least 30 days. This informal negotiation is a mandatory prerequisite to any legal action.

11.2 Binding Arbitration

If informal resolution fails, any dispute, claim, or controversy arising out of or relating to these Terms or the Service (including the determination of the scope or applicability of this agreement to arbitrate, the validity of the arbitration clause, and arbitrability of any dispute) shall be determined by binding arbitration in Denver, Colorado, before a single arbitrator.

The arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this Section 11.

The arbitrator shall be bound by the terms of these Terms. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms, including any claim that all or any part of these Terms is void or voidable, whether a claim is

subject to arbitration, and any dispute regarding the payment or entitlement to attorney's fees and costs.

The arbitrator shall apply Colorado law consistent with the Federal Arbitration Act and applicable statutes of limitations. The arbitrator may award any relief available in court, but only to the extent necessary to provide relief warranted by your individual claim. No arbitration award or decision will have preclusive effect in any other arbitration or proceeding.

11.3 Arbitration Costs and Fees

Each party shall bear its own costs and expenses in arbitration, including attorney's fees, except:

- For claims under \$10,000, we will pay all AAA filing, administration, and arbitrator fees if you prevail
- The arbitrator may award reasonable attorneys' fees and costs to the prevailing party in their discretion
- If the arbitrator finds that the substance of a claim or defense is frivolous or brought for an improper purpose (such as to harass or cause unnecessary delay or increase in cost), the arbitrator may award reasonable attorneys' fees and costs to the prevailing party

You are responsible for all other costs you incur in arbitration, including expert witness fees, investigation costs, and your own attorney's fees unless the arbitrator awards them.

11.4 Class Action Waiver

YOU AND C-SYNERGY LLC AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, REPRESENTATIVE, MULTIPLE PLAINTIFF, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

Unless both you and C-Synergy LLC agree in writing, no arbitrator or judge may:

- Consolidate more than one person's claims
- Preside over any form of representative, class, or consolidated proceeding
- Award relief to anyone other than you individually
- Order any relief that affects persons other than you

If this class action waiver is found to be unenforceable for any reason, then the entire arbitration provision shall be null and void. However, the remainder of these Terms will continue to apply.

11.5 Small Claims Court Exception

Notwithstanding the above, either party may bring an individual action in small claims court if the claim qualifies for small claims court jurisdiction and remains in small claims court. If a claim is removed or appealed from small claims court, it must proceed in arbitration.

11.6 Intellectual Property Claims Exception

Either party may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and

patents). This exception does not waive the right to arbitrate other claims or to seek damages in arbitration for intellectual property misuse.

11.7 Injunctive Relief

Either party may seek temporary or preliminary injunctive relief from any court of competent jurisdiction to: • Preserve the status quo pending arbitration • Prevent irreparable harm • Preserve rights pending arbitration

This does not waive the right to arbitrate the underlying dispute.

11.8 Arbitration Opt-Out

You have the right to opt out of the arbitration agreement by sending written notice to us at support@c-synergy.com within 30 days of first accepting these Terms. Your opt-out notice must include: • Your name and account email address • A clear statement that you opt out of the arbitration agreement • Your signature (electronic signature acceptable)

If you opt out: • The arbitration agreement does not apply to you • All other provisions of these Terms still apply • Any disputes will be resolved in court as provided in Section 11.9

11.9 Governing Law and Venue

These Terms and any dispute arising out of or related to the Service shall be governed by and construed in accordance with the laws of the State of Colorado, without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

Any legal action or proceeding not subject to arbitration (including any action after opt-out under Section 11.8 or where arbitration is unenforceable) shall be brought exclusively in the state or federal courts located in Denver County, Colorado. You irrevocably consent and submit to the personal jurisdiction and venue of such courts and waive any objection based on inconvenient forum.

11.10 Time Limit for Claims

You agree that any claim or cause of action arising out of or related to these Terms or the Service must be filed within one (1) year after the claim or cause of action arose, or be forever barred. This limitation period applies to the fullest extent permitted by law.

11.11 Severability

If any portion of this Section 11 is found to be unenforceable or unlawful for any reason: • The unenforceable provision will be severed • Severance will not affect the enforceability of remaining provisions • The parties will negotiate in good faith to replace the unenforceable

provision with a valid provision that achieves similar purposes • If the class action waiver (Section 11.4) is unenforceable, the entire arbitration provision is null and void

12. GENERAL PROVISIONS

12.1 Entire Agreement

These Terms, together with our Privacy Policy and any other agreements expressly referenced herein, constitute the entire agreement between you and C-Synergy LLC regarding the Service and supersede all prior and contemporaneous agreements, understandings, warranties, representations, and communications, whether written or oral.

No other statements, promises, or representations, whether oral or written, shall have any binding effect. If there is any conflict between these Terms and other documents, these Terms control unless explicitly stated otherwise.

12.2 Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction: • Such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable while preserving its intent • If modification is not possible, such provision shall be severed • The remaining provisions of these Terms shall remain in full force and effect • The invalidity or unenforceability of any provision in one jurisdiction does not affect its validity or enforceability in other jurisdictions

12.3 Waiver

No waiver of any term or condition of these Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition. Our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

Any waiver must be in writing and signed by an authorized representative of C-Synergy LLC to be effective. A waiver of any breach or default is not a waiver of any subsequent breach or default.

12.4 Assignment

You may not assign, transfer, delegate, or sublicense these Terms or your rights and obligations hereunder, in whole or in part, without our prior written consent. Any attempted assignment without consent is void.

We may freely assign, transfer, or delegate these Terms and our rights and obligations hereunder without restriction, including to: • Affiliates or subsidiaries • Acquirers in merger, acquisition, or sale of assets • Financing sources or investors • Service providers or contractors

Subject to the foregoing, these Terms shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

12.5 Force Majeure

We shall not be liable for any failure or delay in performance of our obligations under these Terms due to causes beyond our reasonable control, including but not limited to: • Acts of God, nature, or natural disasters • War, terrorism, civil unrest, or riots • Epidemics, pandemics, or quarantines • Government actions, embargoes, or sanctions • Labor disputes, strikes, or lockouts • Utility failures or energy shortages • Fire, floods, earthquakes, or severe weather • Network infrastructure failures or cyber attacks • Third-party service provider failures • Equipment failures or shortages • Supply chain disruptions • Acts or omissions of third parties • Any other circumstances beyond our reasonable control

During force majeure events, our obligations are suspended for the duration of the event. We may terminate these Terms if force majeure continues for more than 30 days.

12.6 Survival

All provisions of these Terms which by their nature should survive termination shall survive termination, including without limitation: • Intellectual property rights and licenses (Section 4) • Payment obligations (Section 2) • Privacy and data protection (Section 6) • Disclaimers and limitations of liability (Section 8) • Indemnification (Section 9) • Dispute resolution (Section 11) • General provisions (Section 12) • Any other provisions that must survive to fulfill their purpose

12.7 Notices

Any notices or other communications provided by us under these Terms will be given by: • Posting to the Service • Email to the address associated with your account • Displayed within the Service interface • Posted on our website

You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Notices to you are deemed delivered: • When posted to the Service or website • When emailed (regardless of whether you actually read the email) • 24 hours after sending

For legal notices to us, you must send them to: • Email: support@c-synergy.com with "Legal Notice" in subject line • Mail: C-Synergy LLC, Attn: Legal Department, 121 Crawford Cir., Golden, Colorado 80401

Legal notices to us are deemed delivered: • When received at the specified email address • Three business days after mailing via certified mail, return receipt requested

12.8 No Third-Party Beneficiaries

These Terms are for the benefit of, and will be enforceable by, the parties only (and Indemnified Parties under Section 9). These Terms are not intended to confer any right or benefit on any third party or to create any obligations of a party to any such third party, except: • Service providers and contractors (including Base44) are third-party beneficiaries of provisions protecting them • Indemnified Parties may enforce indemnification provisions directly

12.9 Language and Interpretation

These Terms were prepared in English, and English shall be the controlling language for all purposes. Any translation is provided for convenience only. In the event of conflict between versions, the English version shall prevail.

In interpreting these Terms: • Headings are for convenience only and do not affect interpretation • "Including" means "including but not limited to" • Singular includes plural and vice versa • "May" means we have discretion; "shall" or "will" means we must do something • "You" includes anyone accessing the Service under your account

12.10 Electronic Signatures

Your use of the Service constitutes your electronic signature to these Terms and your consent to enter into agreements electronically. Electronic records have the same legal effect as written records.

12.11 Independent Contractors

You and C-Synergy LLC are independent contractors. These Terms do not create any agency, partnership, joint venture, employment, or franchisee relationship. Neither party has authority to bind the other or incur obligations on the other's behalf.

12.12 Export Compliance

You agree to comply with all applicable export and re-export control laws and regulations, including: • U.S. Export Administration Regulations • International Traffic in Arms Regulations • Economic sanctions administered by OFAC

You represent and warrant that: • You are not located in an embargoed country • You are not on any government list of prohibited parties • You will not use the Service for prohibited purposes • You will not allow access from prohibited jurisdictions

We may restrict or deny Service access to comply with export control laws.

12.13 Government Users

If you are a U.S. government entity or using the Service on behalf of the U.S. government: • The Service is a "Commercial Item" as defined in FAR 2.101 • The Service is provided with only those rights granted to all other end users under these Terms • Use, modification, reproduction,

release, performance, display, or disclosure is subject to restrictions in these Terms • Any government rights are subject to FAR 12.212 or DFARS 227.7202 as applicable

12.14 Equitable Relief

You acknowledge that violation of these Terms may cause irreparable harm for which monetary damages are inadequate. We are entitled to seek equitable relief (including injunctive relief and specific performance) without posting bond and without proof of actual damages.

12.15 Construction Against Drafter

Any ambiguity or uncertainty in these Terms shall not be construed against either party based on authorship. Both parties have had opportunity to review and negotiate these Terms with legal counsel.

12.16 No Strict Construction

These Terms shall be interpreted fairly according to their terms and not strictly for or against either party, regardless of who drafted them.

13. CONTACT INFORMATION

If you have questions about these Terms or need to exercise your privacy rights, please contact us:

C-Synergy LLC d/b/a SideHustleFunder.app

Email: • General Support: support@c-synergy.com

ACKNOWLEDGMENT

BY CREATING AN ACCOUNT, ACCESSING, OR USING SIDEHUSTLEFUNDER.APP, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, INCLUDING OUR DATA PRACTICES, AUTOMATED DECISION-MAKING DISCLOSURES, ARBITRATION AGREEMENT, AND CLASS ACTION WAIVER.

YOU FURTHER ACKNOWLEDGE THAT: • You have had the opportunity to review these Terms with legal counsel • You understand that these Terms limit our liability and require arbitration • You agree to the dispute resolution procedures in Section 11 • You understand your right to opt out of arbitration within 30 days • You accept all risks associated with using the Service • You are legally capable of entering into binding contracts

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE.

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