PRIVACY NOTICE, LEGAL DISCLAIMER

TERMS OF USE & LIMITATION OF LIABILITY

EFFECTIVE DATE: MAY 20, 2026

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1. INTRODUCTION

This Privacy Notice, Legal Disclaimer, Terms of Use, and Limitation of Liability Agreement ("Agreement") governs the access to and use of the website, services, materials, communications, consulting activities, digital platforms, and any related offerings (collectively, the "Services") provided by **Noch Consulting and all affiliated Noch-related entities, brands, subsidiaries, partnerships, venture activities, investment activities, advisory activities, and associated business operations** (collectively referred to herein as "Noch", "Noch Consulting", "Company", "we", "our", or "us").

This Agreement applies to all current and future Noch-related entities, including but not limited to:

- Noch Consulting
- Noch Ventures
- affiliated venture activities
- advisory operations
- investment operations
- digital platforms
- online communities
- educational products
- AI tools
- and any future affiliated Noch-branded entities or operations.

By accessing our website, communicating with us, engaging our Services, submitting information, scheduling consultations, or otherwise interacting with Noch, you acknowledge and agree to be legally bound by the terms contained herein.

If you do not agree with these terms, you must immediately discontinue use of the Website and Services.

2. COMPANY INFORMATION

Noch Consulting
Mladost District, 251 Ring Road St., bl. Ring Tower
Sofia, Bulgaria
Email: help@nochconsulting.com

3. DEFINITIONS

For purposes of this Agreement:

"Personal Data"

Means any information relating to an identified or identifiable natural person.

"Services"

Includes advisory services, fundraising consulting, strategic consulting, business development support, operational support, investor introductions, venture-related activities, educational materials, digital communications, downloadable resources, AI-generated outputs, online communities, and website functionality.

"Website"

Means any domain, subdomain, platform, portal, landing page, software, application, online community, or digital property owned, operated, licensed, or controlled by Noch.

"User"

Means any individual, entity, visitor, client, prospect, investor, founder, contractor, partner, or third party accessing or interacting with the Services.

4. NO LEGAL, FINANCIAL, INVESTMENT OR TAX ADVICE

Noch is a business consulting, venture, and advisory organization.

Unless explicitly agreed otherwise in a separately executed written agreement, Noch is NOT:

- a law firm;
- a licensed broker-dealer;
- a registered investment advisor;
- a securities intermediary;
- a financial institution;
- a tax advisory firm;
- an accounting firm;
- or a regulated fiduciary.

All information, materials, communications, presentations, reports, forecasts, projections, valuations, fundraising materials, investor strategies, AI-generated outputs, and consulting recommendations are provided solely for informational and commercial advisory purposes.

Nothing contained within our Services shall constitute:

- legal advice;
- investment advice;
- securities advice;
- tax advice;
- accounting advice;
- regulatory advice;
- fiduciary advice;
- or financial guarantees of any kind.

Users and clients are solely responsible for obtaining independent legal, tax, accounting, regulatory, and financial advice before making any business, investment, operational, or fundraising decisions.

5. NO GUARANTEE OF RESULTS

Noch makes no representations, warranties, guarantees, or assurances regarding:

- fundraising success;
- investor participation;
- business growth;
- profitability;
- capital commitments;
- strategic partnerships;
- acquisition opportunities;
- financial returns;
- or commercial success.

Any references to previous clients, fundraising activities, investment outcomes, portfolio performance, or prior transactions are illustrative only and shall not be interpreted as guarantees of future results.

All business and investment activities involve substantial risk.

6. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, NOCH, INCLUDING ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, CONTRACTORS, CONSULTANTS, REPRESENTATIVES, ADVISORS, PARTNERS, AND RELATED ENTITIES, SHALL NOT BE LIABLE FOR ANY:

- DIRECT DAMAGES;
- INDIRECT DAMAGES;
- INCIDENTAL DAMAGES;
- SPECIAL DAMAGES;
- CONSEQUENTIAL DAMAGES;
- EXEMPLARY DAMAGES;
- PUNITIVE DAMAGES;
- LOSS OF PROFITS;
- LOSS OF BUSINESS;
- LOSS OF OPPORTUNITY;
- LOSS OF REPUTATION;
- INVESTMENT LOSSES;
- DATA LOSS;
- OR BUSINESS INTERRUPTION,

ARISING OUT OF OR RELATED TO:

- USE OF THE WEBSITE;
- USE OF SERVICES;
- CLIENT DECISIONS;
- INVESTOR COMMUNICATIONS;
- FUNDRAISING ACTIVITIES;
- AI-GENERATED OUTPUTS;
- CYBERSECURITY INCIDENTS;
- REGULATORY MATTERS;
- THIRD-PARTY ACTIONS;
- OR RELIANCE UPON INFORMATION PROVIDED BY NOCH.

IN ALL CIRCUMSTANCES, THE MAXIMUM AGGREGATE LIABILITY OF NOCH SHALL NOT EXCEED THE TOTAL FEES PAID TO NOCH DURING THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

7. CLIENT RESPONSIBILITY

Clients and Users acknowledge and agree that they remain solely responsible for:

- all investment decisions;
- all business decisions;
- all investor communications;
- all regulatory compliance;
- all legal disclosures;
- all tax obligations;
- and all fundraising materials distributed to third parties.

Clients are solely responsible for independently verifying all information prior to reliance or distribution.

Noch shall not be responsible for inaccuracies, omissions, misrepresentations, unlawful conduct, or regulatory violations arising from client-provided information.

8. CONFIDENTIALITY

Noch may receive confidential, proprietary, financial, operational, or commercially sensitive information during the provision of Services.

We agree to implement commercially reasonable safeguards to protect such information against unauthorized disclosure or misuse.

However, Users acknowledge that:

- no electronic system is completely secure;
- internet communications may be vulnerable;
- and absolute security cannot be guaranteed.

Confidentiality obligations shall not apply to information that:

- becomes publicly available;
- was independently developed;
- was lawfully obtained from third parties;
- or must be disclosed pursuant to law, regulation, subpoena, court order, or governmental request.

9. INTELLECTUAL PROPERTY RIGHTS

All content, branding, frameworks, methodologies, reports, templates, systems, software, presentations, educational materials, AI workflows, graphics, processes, and proprietary materials used by Noch remain the exclusive intellectual property of Noch unless otherwise agreed in writing.

No User may:

- reproduce;
- distribute;
- resell;
- modify;
- sublicense;
- reverse engineer;
- commercially exploit;
- or republish

any Noch materials without prior written authorization.

Unauthorized use may result in legal action.

10. WEBSITE DISCLAIMER

THE WEBSITE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED.

NOCH DISCLAIMS ALL WARRANTIES INCLUDING:

- MERCHANTABILITY;
- FITNESS FOR A PARTICULAR PURPOSE;
- NON-INFRINGEMENT;
- SECURITY;
- ACCURACY;
- RELIABILITY;
- CONTINUOUS AVAILABILITY;
- OR UNINTERRUPTED ACCESS.

Noch does not guarantee that:

- the Website will remain operational;
- servers will be secure;
- materials will remain available;
- or Services will operate without interruption or error.

11. THIRD-PARTY LINKS & SERVICES

The Website or Services may contain links to third-party websites, software providers, brokers, investors, payment providers, service providers, or external resources.

Noch does not control and is not responsible for:

- third-party services;
- business practices;
- content;
- security standards;
- or availability.

Accessing third-party services is done entirely at the User's own risk.

12. AI-GENERATED CONTENT DISCLAIMER

Noch may utilize artificial intelligence systems, machine-learning technologies, language models, automation software, or analytical tools in connection with certain Services.

Users acknowledge and agree that:

- AI-generated outputs may contain inaccuracies;
- outputs may be incomplete or outdated;
- and all outputs require independent human review and verification.

Noch makes no warranties regarding the accuracy or reliability of AI-generated content.

13. PRIVACY NOTICE

Noch may collect and process:

- identity information;
- contact information;
- payment data;
- business information;
- communications;
- technical device information;
- analytics data;
- website activity;
- booking information;
- and marketing preferences.

We process Personal Data for purposes including:

- providing Services;
- client communications;
- legal compliance;
- fraud prevention;
- operational management;
- website analytics;
- and legitimate business interests.

14. LEGAL BASIS FOR PROCESSING

Personal Data may be processed pursuant to:

- contractual necessity;
- legitimate interests;
- legal obligations;
- user consent;
- and applicable privacy laws including the GDPR where applicable.

15. INTERNATIONAL DATA TRANSFERS

Where Personal Data is transferred outside the European Economic Area (EEA), United Kingdom, or Switzerland, Noch implements appropriate safeguards including:

- Standard Contractual Clauses (SCCs);
- contractual protections;
- and commercially reasonable organizational and technical safeguards.

16. DATA RETENTION

Personal Data shall only be retained for as long as reasonably necessary to:

- provide Services;
- comply with legal obligations;
- enforce agreements;
- resolve disputes;
- and protect legitimate business interests.

Following expiration of applicable retention periods, Personal Data shall be securely deleted or anonymized.

17. DATA SECURITY

Noch implements commercially reasonable physical, administrative, organizational, and technical safeguards designed to protect Personal Data against unauthorized access, misuse, disclosure, destruction, or alteration.

However, no system or transmission method can guarantee absolute security.

18. USER RIGHTS

Subject to applicable law, Users may have rights to:

- access Personal Data;
- request correction;
- request deletion;
- restrict processing;
- object to processing;
- request portability;
- withdraw consent;
- and lodge complaints with applicable supervisory authorities.

19. INDEMNIFICATION

Users agree to indemnify, defend, and hold harmless Noch and its affiliates, directors, employees, consultants, contractors, representatives, and related entities from and against any claims, damages, liabilities, losses, costs, or expenses, including reasonable legal fees, arising from:

- misuse of Services;
- violation of this Agreement;
- unlawful conduct;
- infringement of third-party rights;
- or reliance upon information provided by Noch.

20. GOVERNING LAW & JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Bulgaria.

Any dispute arising out of or relating to this Agreement, the Website, or the Services shall be subject to the exclusive jurisdiction of the competent courts located in Sofia, Bulgaria.

21. MODIFICATIONS

Noch reserves the right to modify, revise, or update this Agreement at any time without prior notice.

Updated versions shall become effective immediately upon publication.

Continued use of the Website or Services constitutes acceptance of any revised terms.

22. SEVERABILITY

If any provision of this Agreement is determined to be invalid, unlawful, or unenforceable, the remaining provisions shall remain in full force and effect.

23. ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive agreement concerning the Website and Services unless superseded by a separately executed written agreement.

24. CONTACT INFORMATION

For questions, legal notices, privacy requests, or compliance-related inquiries, please contact:

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