Form C

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Cover Page

Name of issuer:

Inndirectly, LLC

Legal status of issuer:

Form:

Limited Liability Company

Jurisdiction of Incorporation/Organization:

WA

Date of organization:

6/26/2025

Physical address of issuer:

4924 43rd Avenue Southeast
Everett, WA 98201

Website of issuer:

https://inndirectly.com

Name of intermediary through which the offering will be conducted:

Wefunder Portal LLC

CIK number of intermediary:

0001670254

SEC file number of intermediary:

007-00033

CRD number, if applicable, of intermediary:

283503

Amount of compensation to be paid to the intermediary, whether as a dollar amount or a percentage of the offering amount, or a good faith estimate if the exact amount is not available at the time of the filing, for conducting the offering, including the amount of referral and any other fees associated with the offering:

7.9% of the offering amount upon a successful fundraise, and be entitled to reimbursement for out-of-pocket third party expenses it pays or incurs on behalf of the Issuer in connection with the offering.

Any other direct or indirect interest in the issuer held by the intermediary, or any arrangement for the intermediary to acquire such an interest:

No

Type of security offered:

- ☐ Common Stock
- ☐ Preferred Stock
- ☐ Debt
- ☑ Other

Describe the security offered:

Simple Agreement for Future Equity (SAFE)

Target number of securities to be offered:

10,000

Price:

$1.00

Method for determining price:

Pro-rated portion of the total principal value of $10,000; interests will be sold in increments of $1; each investment is convertible into units as described under Item 13.

Target offering amount:

$10,000.00

Oversubscriptions accepted:

- ☑ Yes

☐ No

Disclose how oversubscriptions will be allocated:

☐ Pro-rata basis
☐ First-come, first-served basis
☑ Other

Describe how oversubscriptions will be allocated:

As determined by the issuer

Maximum offering amount (if different from target offering amount):

$124,000.00

Deadline to reach the target offering amount:

4/30/2027

NOTE: If the sum of the investment commitments does not equal or exceed the target offering amount at the offering deadline, no securities will be sold in the offering, investment commitments will be canceled and committed funds will be returned.

Current number of employees:

2

	Most recent fiscal year-end:	Prior fiscal year-end:
Total Assets:	$0.00	$0.00
Cash & Cash Equivalents:	$0.00	$0.00
Accounts Receivable:	$0.00	$0.00
Current Liabilities:	$0.00	$0.00
Non-Current Liabilities:	$0.00	$0.00
Revenues/Sales:	$1,500.00	$0.00
Cost of Goods Sold:	$0.00	$0.00
Taxes Paid:	$0.00	$0.00
Net Income:	($13,000.00)	$0.00

Select the jurisdictions in which the issuer intends to offer the securities:

AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY, BS, GU, PR, VI, 1V

Offering Statement

Respond to each question in each paragraph of this part. Set forth each question and any notes, but not any instructions thereto, in their entirety. If disclosure in response to any question is responsive to one or more other questions, it is not necessary to repeat the disclosure. If a question or series of questions is inapplicable or the response is available elsewhere in the Form, either state that it is inapplicable, include a cross-reference to the responsive disclosure, or omit the question or series of questions.

Be very careful and precise in answering all questions. Give full and complete answers so that they are not misleading under the circumstances involved. Do not discuss any future performance or other anticipated event unless you have a reasonable basis to believe that it will actually occur within the foreseeable future. If any answer requiring significant information is materially inaccurate, incomplete or misleading, the Company, its management and principal shareholders may be liable to investors based on that information.

THE COMPANY

1. Name of issuer:

Inndirectly, LLC

COMPANY ELIGIBILITY

2. ☑ Check this box to certify that all of the following statements are true for the issuer.

- Organized under, and subject to, the laws of a State or territory of the United States or the District of Columbia.
- Not subject to the requirement to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934.
- Not an investment company registered or required to be registered under the Investment Company Act of 1940.
- Not ineligible to rely on this exemption under Section 4(a)(6) of the Securities Act as a result of a disqualification specified in Rule 503(a) of Regulation Crowdfunding.
- Has filed with the Commission and provided to investors, to the extent required, the ongoing annual reports required by Regulation Crowdfunding during the two years immediately preceding the filing of this offering statement (or for such shorter period that the issuer was required to file such reports).
- Not a development stage company that (a) has no specific business plan or (b) has indicated that its business plan is to engage in a merger or acquisition with an unidentified company or companies.

3. Has the issuer or any of its predecessors previously failed to comply with the ongoing reporting requirements of Rule 202 of Regulation Crowdfunding?

☐ Yes
☑ No

DIRECTORS OF THE COMPANY

4. Provide the following information about each director (and any persons occupying a similar status or performing a similar function) of the issuer.

Director	Principal Occupation	Main Employer	Year Joined
Carrie Nilsen	Owner	Inndirectly	2025
David Nilsen	CFO	Inndirectly	2025

For three years of business experience, refer to Appendix D: Director & Officer Work History.

OFFICERS OF THE COMPANY

5. Provide the following information about each officer (and any persons occupying a similar status or performing a similar function) of the issuer.

Officer	Positions Held	Year Joined
Carrie Nilsen	Founder	2025
David Nilsen	CFO	2025

For three years of business experience, refer to Appendix D: Director & Officer Work History.

PRINCIPAL SECURITY HOLDERS

6. Provide the name and ownership level of each person, as of the most recent practicable date, who is the beneficial owner of 20 percent or more of the issuer's outstanding voting equity securities, calculated on the basis of voting power.

Name of Holder	% of Voting Power Prior to Offering
Carrie Nilsen	50%+
David Nilsen	50%+

Business and Anticipated Business Plan

7. Describe in detail the business of the issuer and the anticipated business plan of the issuer.

Please review your Wefunder profile carefully to ensure it provides all material information, is not false or misleading, and does not omit any information that would cause the information included to be false or misleading.

For a description of our business and our business plan, please refer to the attached Appendix A, Business Description & Plan.

RISK FACTORS

8. Discuss the material factors that make an investment in the issuer speculative or risky:

A crowdfunding investment involves risk. Investors should not invest any funds unless they can afford to lose the entire investment.

In making an investment decision, investors must rely on their own examination of the issuer and the terms of the offering, including the merits and risks involved. These securities have not been recommended or approved by any federal or state securities commission or regulatory authority. Furthermore, these authorities have not passed upon the accuracy or adequacy of this document.

The U.S. Securities and Exchange Commission does not pass upon the merits of any securities offered or the terms of the offering, nor does it pass upon the accuracy or completeness of any offering document or literature.

These securities are offered under an exemption from registration; however, the U.S. Securities and Exchange Commission has not made an independent determination that these securities are exempt from registration.

The Company Is Controlled by Its Founders, Who Are Spouses.

Carrie Nilsen and David Nilsen are the Company's founders and currently hold substantially all of its existing ownership interests. As a result, they exercise significant control over the Company's management, strategic direction, and major corporate decisions. Their interests may not always align with those of investors, and investors in this offering will have limited ability to influence the Company's decisions or governance.

Because the founders are married and share both personal and business interests, decision-making authority is concentrated between two individuals. Personal disagreements, changes in their relationship, illness, incapacity, or other circumstances affecting either founder could disrupt management or operations. The Company may also have limited independent oversight compared with a business that has a larger ownership group or an independent board. Investors should understand that they will be relying substantially on the judgment and continued involvement of the founders.

We Depend on a Small Group of Founders, Contributors, and Service Providers.

The Company's progress depends on the continued involvement and expertise of its founders, developer, contractors, contributors, and outside service providers. Although the Company benefits from the participation of individuals with different areas of expertise, it does not have the staffing depth of a larger, established business.

The Company has established a vested-interest arrangement with its developer, aligning a portion of the developer's compensation with the Company's longer-term success. This arrangement reflects a shared interest in the Company's future and provides an additional source of technical expertise. However, it does not guarantee continued availability, performance, or successful completion of development work.

The loss or unavailability of a key contributor, delays in development, difficulties transitioning responsibilities, or an inability to attract additional qualified resources could affect the Company's operations and growth. The Company may also face challenges competing with larger businesses for experienced technical, marketing, and operational personnel. If the Company cannot maintain the resources needed to support its platform and business plan, its development and expansion could be delayed or limited.

The Founders Divide Their Time Between Inndirectly and Other Commitments.

Carrie Nilsen and David Nilsen both work part-time on Inndirectly and do not currently devote all of their professional time to the Company. Their other professional and personal commitments may limit the time and attention they can dedicate to operations, business development, fundraising, and strategic initiatives.

This arrangement may result in slower progress, delays in executing the Company's business plan, or reduced capacity to respond to challenges and pursue opportunities. The Company may not progress at the same pace as it might if both founders were working full-time. The timing of any transition to full-time involvement is uncertain and may depend on the Company's financial position and growth.

We May Be Affected by Inaccurate Listings, User Conduct, or Negative Experiences Associated With Properties Found Through Our Platform.

Inndirectly relies on hosts to provide information about their properties, amenities, availability, rental terms, and booking options. Although the Company may establish listing requirements and platform terms, it does not independently control every representation made by a host or every aspect of a property or rental arrangement.

Listings may contain inaccurate, incomplete, outdated, or misleading information. A host may fail to update a listing, misrepresent a property or its amenities, or provide booking links that are no longer accurate. Users may also engage in conduct that creates complaints or negative experiences.

Even though Inndirectly does not manage the underlying properties or rental transactions, guests may associate their experience with the platform through which they discovered a property. Negative experiences, inaccurate listings, fraudulent activity, or other harmful conduct connected with a listing could result in complaints, legal claims, regulatory attention, negative publicity, or loss of user trust. Such events could make it more difficult for the Company to attract and retain both hosts and guests.

Laws and Regulations Affecting Rental Properties Could Reduce the Number of Listings on Our Platform.

Short-term rentals and other rental accommodations are subject to a complex and changing range of federal, state, and local laws and regulations. Requirements may include zoning restrictions, licensing and registration rules, occupancy limits, safety standards, tax obligations, and restrictions or prohibitions on certain types of rentals. These requirements vary by jurisdiction and may change over time.

Inndirectly is a discovery platform that may include properties located in many different jurisdictions. Hosts are responsible for understanding and complying with the laws and requirements applicable to their properties and rental activities. However, changes in rental regulations could make it more difficult or impossible for certain hosts to operate or list their properties. This could reduce the number and variety of listings available through the platform and negatively affect the Company's ability to attract users.

Although the Company does not arrange or process the underlying rental transactions, regulators or courts could determine that certain laws or obligations apply to the Company based on its activities, platform structure, or role in connecting users with rental listings. The Company could incur costs responding to regulatory inquiries, modifying its platform, or defending its interpretation of applicable laws. Any such requirements, enforcement actions, or changes in regulation could adversely affect its business and financial condition.

The Company Could Face Legal Claims or Regulatory Action Related to Its Platform.

The Company may face legal claims or regulatory inquiries arising from its operation of an online platform, the information displayed on that platform, user activity, privacy practices, intellectual property, advertising, or other aspects of its business. Potential claims could involve inaccurate or misleading listing information, alleged misrepresentation, intellectual property disputes, discrimination in connection with platform access or content, privacy violations, or other alleged harms associated with the Company's services.

The Company's intended role as a discovery and connection platform may be relevant to how such claims are evaluated, but it cannot guarantee that a court, regulator, or other party will agree with the Company's interpretation of its responsibilities. Even claims that are ultimately unsuccessful could require the Company to incur legal fees, devote management time, modify its practices, or experience reputational harm.

As an early-stage company, Inndirectly has limited financial and operational resources to address substantial litigation or regulatory proceedings. A significant claim, judgment, settlement, or regulatory requirement could materially affect the Company's financial condition and ability to continue operating.

We Collect and Maintain User and Business Information and Could Experience a Data Security Incident.

The Company's platform requires the collection and use of certain information to create and maintain user accounts, support property listings, facilitate communications, operate platform features, and manage host subscriptions. This may include names, email addresses, contact details, property information, account credentials, and subscription-related information. Payment processing for host subscriptions is handled through third-party payment service providers.

The Company is subject to applicable privacy and data protection laws and may face additional obligations as its user base and geographic reach expand. Requirements governing the collection, use, storage, retention, and protection of personal information can vary by jurisdiction and may change over time.

The Company could experience data breaches, cyberattacks, unauthorized access, system vulnerabilities, or other security incidents involving information maintained by the Company or its service providers. Such incidents could result in legal obligations, regulatory inquiries, notification expenses, loss of user confidence, reputational harm, or costs associated with investigating and addressing the incident. The Company is relatively small and may not have the same cybersecurity resources or specialized personnel as larger technology businesses. There can be no assurance that its security measures or those of its service providers will prevent every incident.

We May Need Additional Capital to Support Development and Growth.

Inndirectly operates with a lean financial structure, modest operating expenses, and limited existing financial obligations. However, the Company remains in an early stage of development and may require additional capital to support continued platform development, marketing, user acquisition, operations, and potential expansion.

The amount and timing of future financing needs will depend on factors such as the Company's growth, operating expenses, marketing effectiveness, technology requirements, market conditions, and ability to generate recurring subscription revenue. The Company cannot guarantee that additional financing will be available when needed or on acceptable terms.

If additional capital cannot be obtained, the Company may need to adjust the pace or scope of development, marketing, hiring, or expansion. Any future financing could also result in dilution to existing investors or include terms and rights that are more favorable to new investors. The Company's ability to raise capital will depend in part on its progress, financial condition, market conditions, and investor interest in early-stage businesses.

We May Not Achieve or Sustain Profitability.

The Company is not currently profitable and expects to continue investing in its platform, marketing, user acquisition, and operations as it develops its business. There is no assurance that revenue will grow sufficiently to cover these expenses or that the Company will achieve profitability.

Inndirectly's primary business model is based on paid host subscriptions for property listings. Guests can browse the platform without paying, and guest activity does not directly generate subscription revenue. The Company's ability to generate meaningful recurring revenue will therefore depend on attracting and retaining a sufficient number of paying hosts and maintaining a cost structure that supports the business.

The Company may incur expenses faster than revenue grows, and marketing or development investments may not produce the expected results. Even if revenue increases, the Company may not achieve positive cash flow or sustained profitability. Investors should be prepared for the possibility that the Company may continue to operate at a loss and may never become profitable.

Our Marketing Efforts May Not Produce Sufficient Paying Hosts or Sustainable Growth.

The Company's growth strategy depends on reaching property owners and managers who may be interested in listing their properties, as well as guests who may use the platform to discover rental accommodations. The Company may use organic marketing, partnerships, referrals, social media, search visibility, paid advertising, and other channels to build awareness and attract users.

There is no guarantee that these efforts will generate sufficient paying hosts, guest registrations, or engagement to justify the time and expense involved. Advertising costs may increase, conversion rates may be lower than anticipated, and marketing campaigns may not reach the intended audiences.

Because guests can browse the platform for free, guest registrations and traffic do not directly generate subscription revenue. Guest activity may increase the value of the platform to hosts, but increased traffic may not translate into additional paying listings or improved host retention. If the Company cannot acquire paying hosts efficiently or demonstrate sufficient value to retain them, its marketing expenditures could negatively affect cash flow and growth.

Our Low Subscription Pricing Makes Host Retention Especially Important.

The Company's subscription model is designed to provide hosts with an affordable way to make their properties discoverable through Inndirectly. However, relatively low subscription pricing means that the Company may need a substantial and growing base of paid property listings to generate meaningful recurring revenue.

The Company may incur marketing, onboarding, technology, and other costs to acquire paying hosts. Recovering those costs may depend on hosts maintaining their subscriptions over multiple years. If hosts do not perceive sufficient value, receive fewer inquiries than expected, change their rental businesses, or choose other services, they may decide not to renew.

Higher-than-anticipated host churn could reduce recurring revenue and require the Company to continually acquire new paying hosts just to maintain existing revenue levels. The Company's ability to retain hosts and build long-term relationships with them will be important to its financial performance.

We May Not Convert Free Users or Listings Into Paying Subscriptions.

The Company may attract users or property owners who register for or participate in the platform without immediately becoming paying customers. There is no guarantee that these users or hosts will ultimately subscribe.

Some hosts may be unwilling to pay for a listing unless they see demonstrable value through visibility, inquiries, or other benefits. Others may choose free alternatives or discontinue their participation. If free-to-paid conversion rates are lower than anticipated, growth in registered users or property listings may not translate into corresponding revenue growth.

The Company may need to adjust its pricing, features, marketing, or onboarding approach to encourage paid participation. These changes may not produce the desired results and could affect revenue or operating costs.

Our Platform Has the Potential to Expand Beyond Vacation Rentals, but Expansion May Be Difficult.

Although Inndirectly's initial focus is on vacation rentals and other lodging accommodations, the platform was designed with the potential to support a broader range of independently owned rental offerings. Future opportunities may include venues and event spaces, vehicles, recreational equipment, and other personally owned assets available for rent.

This broader approach could allow the Company to serve additional markets and customer segments beyond traditional travel accommodations. However, these opportunities are potential areas for future development and are not a guarantee of additional revenue or market acceptance.

Expansion into new categories may require additional product development, market research, marketing, operational resources, and changes to the platform's structure or features. Each category may also involve different customer expectations, competitive conditions, and regulatory considerations. The Company may not successfully implement these opportunities or achieve meaningful adoption. Its ability to expand while maintaining a clear, useful, and consistent discovery experience will be important to realizing the platform's broader potential.

Demand for Rental Accommodations and Other Rental Offerings May Decline.

The Company's initial business is connected to demand for rental accommodations, including vacation rentals, temporary housing, extended stays, and other short- or longer-term lodging arrangements. Demand may be affected by economic conditions, consumer confidence, discretionary income, housing market conditions, business travel, and events that influence travel or housing needs.

Economic downturns, recessions, inflation, rising interest rates, or reduced consumer and business spending could decrease demand for rental accommodations and negatively affect the number of hosts who choose to maintain paid listings. Pandemics, natural disasters, geopolitical conflicts, terrorist attacks, or other major events could also disrupt travel, housing availability, or rental activity.

The Company may seek to serve additional customer segments, including individuals needing temporary or emergency housing, people displaced by insured events, first responders, military personnel, and traveling professionals. However, there is no guarantee that demand from these groups will offset declines in other areas or that the Company will successfully expand into these markets. As an early-stage company, Inndirectly may be particularly vulnerable to sustained reductions in demand or revenue.

The Company's Lead Investor and SPV Structure May Create Conflicts of Interest.

In this offering, the founder of Inndirectly has been designated as the lead investor responsible for signing documents and making certain decisions on behalf of investors in the special purpose vehicle ("SPV"), as described in the offering materials and applicable SPV documents.

This arrangement may create conflicts of interest because the founder has interests both as an operator of the Company and as the representative of investors in the SPV. Decisions that benefit the Company or its founders may not always align with the interests of the SPV investors. The founder may also have access to information about the Company's operations, financial condition, and prospects that is not available to all investors at the same time.

Investors may not have an independent third-party representative negotiating or making decisions on their behalf. The scope of the lead investor's authority, duties, and responsibilities will be governed by the applicable offering and SPV documents. Investors should carefully review those documents and consider the potential conflicts and limitations associated with this structure before investing.

Our Ownership Structure May Limit the Influence of New Investors.

The Company's existing ownership is concentrated primarily with Carrie Nilsen and David Nilsen. As a result, the founders are able to exercise significant influence over major corporate decisions, including management, financing transactions, strategic direction, and other matters requiring approval by the Company's members or owners.

Investors in this offering should not assume that their investment will provide them with voting rights, management authority, or the ability to influence the Company's operations. The rights associated with the securities offered are described in the offering documents. Depending on the terms of those securities and any future conversion, investors may have limited ability to affect corporate decisions or changes in management.

This concentration of ownership may make it difficult for other investors to influence the Company's direction or governance, even if they disagree with decisions made by the founders.

Our Securities May Never Convert Into Equity or Provide a Return to Investors.

The securities offered are Simple Agreements for Future Equity ("SAFEs"), which are contractual rights to receive equity in the Company upon the occurrence of certain future events, subject to the terms of the applicable SAFE. They are not current equity interests and do not provide investors with present ownership rights, voting rights, rights to the Company's assets or profits, or the ability to direct the Company's actions.

The Company may never complete a future equity financing or experience a liquidity event, such as an acquisition or initial public offering. If neither occurs, a SAFE may never convert into equity, and investors could hold the security indefinitely without receiving a return. SAFEs do not have a maturity date requiring repayment or conversion by a specified deadline.

Even if a SAFE converts, the amount and percentage of equity an investor receives will depend on the terms of the SAFE and the circumstances of the future financing or liquidity event. The resulting ownership interest may be smaller than an investor anticipates and may be diluted by subsequent financings. The equity received upon conversion may also have rights that differ from those held by other

investors. Investors should be prepared for the possibility that their SAFEs may never convert or may convert into a limited ownership interest that does not provide a meaningful return.

Our Technology Platform May Experience Defects, Delays, or Scalability Challenges.

The Company's business depends on the continued functionality, maintenance, and development of its website and applications. As a relatively small company, Inndirectly may rely on a limited number of individuals or service providers with specialized knowledge of its technical infrastructure.

The platform may experience software defects, outages, performance issues, integration difficulties, security vulnerabilities, or other technical problems. As the number of users and listings increases, the Company may need to make additional investments to maintain performance, improve functionality, and support greater usage.

The loss or unavailability of key technical contributors, difficulties transitioning development responsibilities, or limitations in available resources could delay improvements or increase costs. Any inability to maintain, improve, or scale the platform effectively could negatively affect user experience, host retention, and the Company's business prospects.

We Have a Limited Operating History and an Unproven Business Model.

Inndirectly, LLC was organized in June 2025 and has a limited operating history upon which investors can evaluate its business model, prospects, and likelihood of success. Although the Company has launched its platform and begun attracting hosts and guests, it has not yet demonstrated that it can achieve sustained market acceptance, recurring revenue at scale, or profitability.

The Company is developing a discovery platform intended to help people find independently owned rental properties and connect with the hosts or booking options associated with those properties. Its business model differs from traditional booking marketplaces and depends primarily on attracting and retaining hosts who pay subscription fees for property listings. This model has not yet been proven at scale.

As an early-stage company, Inndirectly faces the risks and uncertainties common to new businesses, including unforeseen expenses, development challenges, delays, difficulty acquiring users, and changes in market conditions. Its limited operating history makes future results difficult to predict. The Company may not successfully address these challenges or execute its business strategy.

Our Business Model Is Intentionally Designed to Limit Operational Responsibilities, but This Does Not Eliminate All Potential Liability.

Inndirectly was intentionally designed as a property discovery and connection platform rather than a booking agency, property manager, or intermediary responsible for rental transactions. Hosts create and manage their listings and provide their own booking options, which may include direct booking websites, third-party booking platforms, or other contact and reservation channels. Guests use Inndirectly to discover properties and connect with the host or select a booking option.

The Company does not operate the listed properties, manage guest stays, set rental terms, determine property availability or pricing, process guest accommodation payments, or take responsibility for the performance of a host or a third-party booking provider. The Company does not provide property management, booking dispute resolution, or emergency response services as part of its business model. Hosts remain responsible for their properties, rental arrangements, and compliance with applicable requirements.

This structure is intended to keep the Company's operational responsibilities focused on providing and maintaining a discovery platform. However, the Company's intended business model and contractual terms may not prevent claims, disputes, or regulatory interpretations that seek to impose responsibility on the Company. Laws and regulations may apply differently depending on the jurisdiction and the facts of a particular situation. The Company could incur legal expenses, regulatory scrutiny, reputational harm, or other costs arising from activities associated with listings or users on its platform, even where the underlying rental arrangement is between a host and a guest.

We Rely on Third-Party Technology and Service Providers.

The Company's platform depends on third-party providers for important services and infrastructure, which may include website and application hosting, cloud services, subscription payment processing, communications, mapping and location services, software tools, and other technical capabilities.

The Company has limited control over these providers and may be affected by service interruptions, technical failures, security incidents, changes in pricing or terms, or a provider's decision to discontinue or materially change a service. An outage or disruption could prevent users from accessing the platform, viewing listings, managing accounts, using platform features, or completing host subscription payments.

Replacing a critical provider or transitioning to an alternative service may require time, technical work, and additional expense. If the Company cannot maintain reliable third-party services or find suitable alternatives when needed, its platform functionality, user experience, and business operations could be adversely affected.

Competition Could Make It Difficult to Attract and Retain Users.

The travel, lodging, rental discovery, and online marketplace industries include large, established businesses with significant brand recognition, financial resources, technology infrastructure, and existing user bases. These companies may have substantial advantages in marketing, product development, customer acquisition, and the ability to introduce new features.

Platforms such as Airbnb and Vrbo influence how many travelers discover and book accommodations. However, Inndirectly operates under a different model. It is designed to serve as a discovery hub where hosts can present their properties and include their available booking options, including links to established booking platforms. These companies are not direct equivalents to Inndirectly's model, but they are part of the broader environment in which hosts and travelers make decisions.

Inndirectly may also compete for attention with other property directories, travel search services, niche marketplaces, and emerging rental platforms. The Company cannot guarantee that its approach, pricing, or value proposition will be sufficiently differentiated to attract users. Competitors may introduce similar features, improve their economics for hosts, or increase marketing efforts. If Inndirectly cannot establish a meaningful presence and communicate its value effectively, it may struggle to attract and retain users.

Our Financial Resources Are Limited, and We May Need to Adjust Our Spending.

The Company currently operates with a lean financial structure and relatively modest financial obligations. However, its available cash and financial resources are limited in relation to the potential costs of developing, marketing, maintaining, and expanding an online platform.

The Company's cash needs may fluctuate as it invests in technology, marketing, service providers, and other business activities. Unexpected expenses, slower-than-anticipated subscription growth, or delays in obtaining additional financing could require management to reduce or defer certain expenditures.

Although the Company seeks to manage expenses carefully, there is no assurance that its current financial resources, together with future revenue or financing, will be sufficient to support its plans. If resources become constrained, the Company may need to slow development, reduce marketing, postpone expansion, or take other steps that could affect its growth and competitive position.

An Investment in the Company Is Highly Speculative and Illiquid.

An investment in Inndirectly is highly speculative and involves a substantial risk of loss. The Company is at an early stage, operates in a competitive environment, and has not demonstrated that it can achieve sustainable growth or profitability. There is no assurance that the Company will successfully execute its business plan or that its platform will achieve broad market acceptance.

The securities offered are subject to restrictions on transfer, and no public trading market currently exists or is expected to develop in the foreseeable future. Investors may be required to hold their investment for an indefinite period and may be unable to sell, transfer, or otherwise liquidate their securities when desired.

Even if the Company is ultimately successful, it may take many years before investors have an opportunity to realize a return through a future financing, acquisition, public offering, or other liquidity event. There is no guarantee that any such event will occur. Investors should consider this offering a long-term, illiquid investment and should invest only an amount they can afford to lose entirely.

The founder has designated themselves as the lead investor who will sign documents and make certain decisions on behalf of all investors in the special purpose vehicle. This arrangement creates a significant and inherent conflict of interest because the founder simultaneously holds positions representing the company's interests as an operator and decision-maker while also purporting to represent the investors' interests as their designated representative. The founder will have access to material non-public information about the company's operations, financial condition, and prospects that other investors do not have, and may make decisions in their capacity as investor representative that benefit the company or the founder personally at the expense of other investors. There is no independent third-party investor advocate or representative to protect the interests of crowdfunding investors or to provide a check on potential conflicts of interest. Decisions regarding investor rights, amendments to investment documents, waivers of company obligations, or responses to company actions will be made by the founder, who has every incentive to favor the company's interests over those of minority investors. Investors will have no ability to replace the investor representative or to challenge decisions made on their behalf, even if such decisions are detrimental to their interests.

The Offering

USE OF FUNDS

9. What is the purpose of this offering?

The Company intends to use the net proceeds of this offering for working capital and general corporate purposes, which includes the specific items listed in Item 10 below. While the Company expects to use the net proceeds from the Offering in the manner described above, it cannot specify with certainty the particular uses of the net proceeds that it will receive from this Offering. Accordingly, the Company will have broad discretion in using these proceeds.

10. How does the issuer intend to use the proceeds of this offering?

If we raise: **$10,000**

Use of Proceeds: If only the minimum target amount is raised, Inndirectly expects to use proceeds approximately as follows: 36% Core Platform Development, 27% Host and Traveler Acquisition Marketing, 18% Operations and Host Partnerships, 11.1% Working Capital Reserve, and 7.9% Wefunder fee and related offering expenses. Management intends to allocate proceeds as described but may adjust among categories based on actual platform needs and market conditions.

If we raise: **$124,000**

Use of Proceeds: If the maximum offering amount is raised, including any oversubscriptions, Inndirectly expects to use proceeds approximately as follows: 15% Expanded Platform and Feature Development, 30% Growth Marketing and Brand Awareness, 30% Operations, Partnerships, and Market, 17.1% Working Capital and Operational Runway, and 7.9% Wefunder fee and related offering expenses. Management expects to prioritize growth and expansion initiatives at higher funding levels but may reallocate proceeds as business needs and opportunities evolve.

DELIVERY & CANCELLATIONS

11. How will the issuer complete the transaction and deliver securities to the investors?

Book Entry and Investment in the Co-Issuer. Investors will make their investments by investing in interests issued by one or more co-issuers, each of which is a special purpose vehicle ("SPV"). The SPV will invest all amounts it receives from investors in securities issued by the Company. Interests issued to investors by the SPV will be in book entry form. This means that the investor will not receive a certificate representing his or her investment. Each investment will be recorded in the books and records of the SPV. In addition, investors' interests in the investments will be recorded in each investor's "Portfolio" page on the Wefunder platform. All references in this Form C to an Investor's investment in the Company (or similar phrases) should be interpreted to include investments in a SPV.

12. How can an investor cancel an investment commitment?

NOTE: Investors may cancel an investment commitment until 48 hours prior to the deadline identified in these offering materials.

The intermediary will notify investors when the target offering amount has been met. If the issuer reaches the target offering amount prior to the deadline identified in the offering materials, it may close the offering early if it provides notice about the new offering deadline at least five business days prior to such new offering deadline.

If an investor does not cancel an investment commitment before the 48-hour period prior to the offering deadline, the funds will be released to the issuer upon closing of the offering and the investor will receive securities in exchange for his or her investment.

If an investor does not reconfirm his or her investment commitment after a material change is made to the offering, the investor's investment commitment will be canceled and the committed funds will be returned.

An Investor's right to cancel. An Investor may cancel his or her investment commitment at any time until 48 hours prior to the offering deadline.

If there is a material change to the terms of the offering or the information provided to the Investor about the offering and/or the Company, the Investor will be provided notice of the change and must re-confirm his or her investment commitment within five business days of receipt of the notice. If the Investor does not reconfirm, he or she will receive notifications disclosing that the commitment was cancelled, the reason for the cancellation, and the refund amount that the investor is required to receive. If a material change occurs within five business days of the maximum number of days the offering is to remain open, the offering will be extended to allow for a period of five business days for the investor to reconfirm.

If the Investor cancels his or her investment commitment during the period when cancellation is permissible, or does not reconfirm a commitment in the case of a material change to the investment, or the offering does not close, all of the Investor's funds will be returned within five business days.

Within five business days of cancellation of an offering by the Company, the Company will give each investor notification of the cancellation, disclose the reason for the cancellation, identify the refund amount the Investor will receive, and refund the Investor's funds.

The Company's right to cancel. The Investment Agreement you will execute with us provides the Company the right to cancel for any reason before the offering deadline.

If the sum of the investment commitments from all investors does not equal or exceed the target offering amount at the time of the offering deadline, no securities will be sold in the offering, investment commitments will be cancelled and committed funds will be returned.

Ownership and Capital Structure

THE OFFERING

13. Describe the terms of the securities being offered.

To view a copy of the SAFE you will purchase, please see Appendix B, Investor Contracts. The main terms of the SAFEs are provided below.

The SAFEs. We are offering securities in the form of a Simple Agreement for Future Equity ("SAFE"), which provides Investors the right to **Preferred Units** in the Company ("**Preferred Units**"), when and if the Company sponsors an equity offering that involves **Preferred Units**, on the standard terms offered to other Investors.

Conversion to Preferred Equity. Based on our SAFEs, when we engage in an offering of equity interests involving **Preferred Units**, **Investors will receive a number of shares of Preferred Units** calculated using the method that results in the greater number of **Preferred Units**:

i. the total value of the Investor's investment, divided by
   a. the price of **Preferred Units** issued to new Investors multiplied by
   b. the **discount rate** (80%), or
ii. if the valuation for the company is more than **$5,000,000.00** (the "Valuation Cap"), the amount invested by the Investor divided by the quotient of
   a. the Valuation Cap divided by
   b. the total amount of the Company's capitalization at that time.
iii. For investors up to the first **$75,000.00** of the securities, investors will receive a valuation cap of **$4,000,000.00** and a discount rate of 80%. Wefunder VIP investors will be entitled to these terms for the entire duration of the offering, even if the threshold limit noted above is met.

Additional Terms of the Valuation Cap. For purposes of option (ii) above, the Company's capitalization calculated as of immediately prior to the Equity Financing and (without double-counting, in each case calculated on an as-converted to Common Units basis):

- Includes all shares of Capital Units issued and outstanding;
- Includes all Converting Securities;
- Includes all (i) issued and outstanding Options and (ii) Promised Options; and
- Includes the Unissued Option Pool, except that any increase to the Unissued Option Pool in connection with the Equity Financing shall only be included to the extent that the number of Promised Options exceeds the Unissued Option Pool prior to such increase.

Liquidity Events. If the Company has an initial public offering or is acquired by, merged with, or otherwise taken over by another company or new owners prior to Investors in the SAFEs receiving **Preferred Units**, Investors will receive

- proceeds equal to the greater of (i) the Purchase Amount (the "Cash-Out Amount") or (ii) the amount payable on the number of shares of Common Units equal to the Purchase Amount divided by the Liquidity Price (the "Conversion Amount")

Liquidity Priority. In a Liquidity Event or Dissolution Event, this Safe is intended to operate like standard nonparticipating Preferred Units. The Investor's right to receive its Cash-Out Amount is:

i. Junior to payment of outstanding indebtedness and creditor claims, including contractual claims for payment and convertible promissory notes (to the extent such convertible promissory notes are not actually or notionally converted into Capital Units);
ii. On par with payments for other Safes and/or Preferred Units, and if the applicable Proceeds are insufficient to permit full payments to the Investor and such other Safes and/or Preferred Units, the applicable Proceeds will be distributed pro rata to the Investor and such other Safes and/or Preferred Units in proportion to the full payments that would otherwise be due; and
iii. Senior to payments for Common Units.

VIP Bonus

Inndirectly will offer a discount to the normal terms listed in this Form C for all investments that are committed by investors who are part of Wefunder, Inc's VIP program. This means eligible Wefunder investors will receive a discount for any securities they purchased in this offering. For more specific details on the company's discount, please review the description of the terms above.

The discount is only valid until the offering closes. Investors eligible for the bonus will also receive priority if they are on a waitlist to invest and the company exceeds its maximum funding goal. They will be given the first opportunity to invest if space in the offering becomes available due to the cancellation or failure of previous investments.

Securities Issued by the SPV

Instead of issuing its securities directly to investors, the Company has decided to issue its securities to the SPV, which will then issue interests in the SPV to investors. The SPV is formed concurrently with the filing of the Form C. Given this, the SPV does not have any financials to report. The SPV is managed by Wefunder Admin, LLC and is a co-issuer with the Company of the securities being offered in this offering. The Company's use of the SPV is intended to allow investors in the SPV to achieve the same economic exposure, voting power, and ability to assert State and Federal law rights, and receive the same disclosures, as if they had invested directly in the Company. While the Issuer may be required to pay an annual administrative fee for the maintenance of the SPV, investors should note the Company's use of the SPV will not result in any additional fees being charged to investors.

The SPV has been organized and will be operated for the sole purpose of directly acquiring, holding and disposing of the Company's securities, will not borrow money and will use all of the proceeds from the sale of its securities solely to purchase a single class of securities of the Company. As a result, an investor investing in the Company through the SPV will have the same relationship to the Company's securities, in terms of number, denomination, type and rights, as if the investor invested directly in the Company.

Voting Rights

If the securities offered by the Company and those offered by the SPV have voting rights, those voting rights may be exercised by the investor or his or her proxy. The applicable proxy is the Lead Investor, if the Proxy (described below) is in effect.

Proxy to the Lead Investor

The SPV securities have voting rights. With respect to those voting rights, the investor and his, her, or its transferees or assignees (collectively, the "Investor"), through a power of attorney granted by Investor in the Investor Agreement, has appointed or will appoint the

Lead Investor as the Investor's true and lawful proxy and attorney (the "Proxy") with the power to act alone and with full power of substitution, on behalf of the Investor to: (i) vote all securities related to the Company purchased in an offering hosted by Wefunder Portal, and (ii) execute, in connection with such voting power, any instrument or document that the Lead Investor determines is necessary and appropriate in the exercise of his or her authority. Such Proxy will be irrevocable by the Investor unless and until a successor lead investor ("Replacement Lead Investor") takes the place of the Lead Investor. Upon notice that a Replacement Lead Investor has taken the place of the Lead Investor, the Investor will have five (5) calendar days to revoke the Proxy. If the Proxy is not revoked within the 5-day time period, it shall remain in effect.

Restriction on Transferability

The SPV securities are subject to restrictions on transfer, as set forth in the Subscription Agreement and the Limited Liability Company Agreement of Wefunder SPV, LLC, and may not be transferred without the prior approval of the Company, on behalf of the SPV.

14. Do the securities offered have voting rights?

- ☐ Yes
- ☑ No

15. Are there any limitations on any voting or other rights identified above?

See the above description of the Proxy to the Lead Investor.

16. How may the terms of the securities being offered be modified?

Any provision of this Safe may be amended, waived or modified by written consent of the Company and either:

i. the Investor or

ii. the majority-in-interest of all then-outstanding Safes with the same "Post-Money Valuation Cap" and "Discount Rate" as this Safe (and Safes lacking one or both of such terms will be considered to be the same with respect to such term(s)), provided that with respect to clause (ii):

   A. the Purchase Amount may not be amended, waived or modified in this manner,

   B. the consent of the Investor and each holder of such Safes must be solicited (even if not obtained), and

   C. such amendment, waiver or modification treats all such holders in the same manner. "Majority-in-interest" refers to the holders of the applicable group of Safes whose Safes have a total Purchase Amount greater than 50% of the total Purchase Amount of all of such applicable group of Safes.

Pursuant to authorization in the Investor Agreement between each Investor and Wefunder Portal, Wefunder Portal is authorized to take the following actions with respect to the investment contract between the Company and an investor:

A. Wefunder Portal may amend the terms of an investment contract, provided that the amended terms are more favorable to the investor than the original terms; and

B. Wefunder Portal may reduce the amount of an investor's investment if the reason for the reduction is that the Company's offering is oversubscribed.

Restrictions on Transfer of the Securities Being Offered:

The securities being offered may not be transferred by any purchaser of such securities during the one year period beginning when the securities were issued, unless such securities are transferred:

1. to the issuer;
2. to an accredited investor;
3. as part of an offering registered with the U.S. Securities and Exchange Commission; or
4. to a member of the family of the purchaser or the equivalent, to a trust controlled by the purchaser, to a trust created for the benefit of a member of the family of the purchaser or the equivalent, or in connection with the death or divorce of the purchaser or other similar circumstance.

NOTE: The term "accredited investor" means any person who comes within any of the categories set forth in Rule 501(a) of Regulation D, or who the seller reasonably believes comes within any of such categories, at the time of the sale of the securities to that person.

The term "member of the family of the purchaser or the equivalent" includes a child, stepchild, grandchild, parent, stepparent, grandparent, spouse or spousal equivalent, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of the purchaser, and includes adoptive relationships. The term "spousal equivalent" means a cohabitant occupying a relationship generally equivalent to that of a spouse.

Description of Issuer's Securities

17. What other securities or classes of securities of the issuer are outstanding? Describe the material terms of any other outstanding securities or classes of securities of the issuer.

Class of Security	Authorized	Outstanding	Voting rights
Class A Voting	90	90	☑
Class B Non-Voting	10	10	☐

Class of Security	Total Pool
Warrants	None
Options	None

Describe any other rights:

Class A Voting Units: Possess 100% of the voting, management, and decision-making power of the Company. Class A Units are held exclusively by Carrie Nilsen and David Nilsen.
Class B Non-Voting Units: Carry economic rights (rights to profits, losses, and distributions) but zero voting, management, or administrative rights, except where strictly required by non-waivable Washington state law.

The Company has not yet authorized preferred units, which investors in this offering would receive if the SAFE converts as part of an equity financing event. Preferred units have a liquidation preference over common units.

18. How may the rights of the securities being offered be materially limited, diluted or qualified by the rights of any other class of security identified above?

The holders of a majority-in-interest of voting rights in the Company could limit the Investor's rights in a material way. For example, those interest holders could vote to change the terms of the agreements governing the Company's operations or cause the Company to engage in additional offerings (including potentially a public offering).

These changes could result in further limitations on the voting rights the Investor will have as an owner of equity in the Company, for

example by diluting those rights or limiting them to certain types of events or consents.

To the extent applicable, in cases where the rights of holders of convertible debt, SAFES, or other outstanding options or warrants are exercised, or if new awards are granted under our equity compensation plans, an Investor's interests in the Company may be diluted. This means that the pro rata portion of the Company represented by the Investor's securities will decrease, which could also diminish the Investor's voting and/or economic rights. In addition, as discussed above, if a majority-in-interest of holders of securities with voting rights cause the Company to issue additional equity, an Investor's interest will typically also be diluted.

Based on the risk that an Investor's rights could be limited, diluted or otherwise qualified, the Investor could lose all or part of his or her investment in the securities in this offering, and may never see positive returns.

Additional risks related to the rights of other security holders are discussed below, in Question 20.

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19. Are there any differences not reflected above between the securities being offered and each other class of security of the issuer?

No.

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20. How could the exercise of rights held by the principal shareholders identified in Question 6 above affect the purchasers of the securities being offered?

As holders of a majority-in-interest of voting rights in the Company, **the unitholders** may make decisions with which the Investor disagrees, or that negatively affect the value of the Investor's securities in the Company, and the Investor will have no recourse to change these decisions. The Investor's interests may conflict with those of other investors, and there is no guarantee that the Company will develop in a way that is optimal for or advantageous to the Investor.

For example, **the unitholders** may change the terms of the operating agreement for the company, change the terms of securities issued by the Company, change the management of the Company, and even force out minority holders of securities. **The unitholders** may make changes that affect the tax treatment of the Company in ways that are unfavorable to you but favorable to them. They may also vote to engage in new offerings and/or to register certain of the Company's securities in a way that negatively affects the value of the securities the Investor owns. Other holders of securities of the Company may also have access to more information than the Investor, leaving the Investor at a disadvantage with respect to any decisions regarding the securities he or she owns.

The unitholders have the right to redeem their securities at any time. **Unitholders** could decide to force the Company to redeem their **securities** at a time that is not favorable to the Investor and is damaging to the Company. Investors' exit may affect the value of the Company and/or its viability.

In cases where the rights of holders of convertible debt, SAFES, or other outstanding options or warrants are exercised, or if new awards are granted under our equity compensation plans, an Investor's interests in the Company may be diluted. This means that the pro rata portion of the Company represented by the Investor's securities will decrease, which could also diminish the Investor's voting and/or economic rights. In addition, as discussed above, if a majority-in-interest of holders of securities with voting rights cause the Company to issue additional units, an Investor's interest will typically also be diluted.

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21. How are the securities being offered being valued? Include examples of methods for how such securities may be valued by the issuer in the future, including during subsequent corporate actions.

The offering price for the securities offered pursuant to this Form C has been determined arbitrarily by the Company, and does not necessarily bear any relationship to the Company's book value, assets, earnings or other generally accepted valuation criteria. In determining the offering price, the Company did not employ investment banking firms or other outside organizations to make an independent appraisal or evaluation. Accordingly, the offering price should not be considered to be indicative of the actual value of the securities offered hereby.

The initial amount invested in a SAFE is determined by the investor, and we do not guarantee that the SAFE will be converted into any particular number of **units**. As discussed in Question 13, when we engage in an offering of equity interests involving **Preferred Units**, Investors may receive a number of **Preferred Units** calculated as either (i) the total value of the Investor's investment, divided by the price of the **Preferred Unit** being issued to new Investors, or (ii) if the valuation for the company is more than the Valuation Cap, the amount invested divided by the quotient of (a) the Valuation Cap divided by (b) the total amount of the Company's capitalization at that time.

Because there will likely be no public market for our securities prior to an initial public offering or similar liquidity event, the price of the **Preferred Units** that Investors will receive, and/or the total value of the Company's capitalization, will be determined by our **management**. Among the factors we may consider in determining the price of **Preferred Units** are prevailing market conditions, our financial information, market valuations of other companies that we believe to be comparable to us, estimates of our business potential, the present state of our development and other factors deemed relevant.

In the future, we will perform valuations of our **units** that take into account, as applicable, factors such as the following:

- unrelated third party valuations;
- the price at which we sell other securities in light of the relative rights, preferences and privileges of those securities;
- our results of operations, financial position and capital resources;
- current business conditions and projections;
- the marketability or lack thereof of the securities;
- the hiring of key personnel and the experience of our management;
- the introduction of new products;
- the risk inherent in the development and expansion of our products;
- our stage of development and material risks related to our business;
- the likelihood of achieving a liquidity event, such as an initial public offering or a sale of our company given the prevailing market conditions and the nature and history of our business;
- industry trends and competitive environment;
- trends in consumer spending, including consumer confidence;
- overall economic indicators, including gross domestic product, employment, inflation and interest rates; and
- the general economic outlook.

We will analyze factors such as those described above using a combination of financial and market-based methodologies to determine our business enterprise value. For example, we may use methodologies that assume that businesses operating in the same industry will share similar characteristics and that the Company's value will correlate to those characteristics, and/or methodologies that compare transactions in similar securities issued by us that were conducted in the market.

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22. What are the risks to purchasers of the securities relating to minority ownership in the issuer?

An Investor in the Company will likely hold a minority position in the Company, and thus be limited as to its ability to control or influence the governance and operations of the Company.

The marketability and value of the Investor's interest in the Company will depend upon many factors outside the control of the Investor. The Company will be managed by its officers and be governed in accordance with the strategic direction and decision-making of its Management, and the Investor will have no independent right to name or remove an officer or member of the Management of the Company.

Following the Investor's investment in the Company, the Company may sell interests to additional investors, which will dilute the percentage interest of the Investor in the Company. The Investor may have the opportunity to increase its investment in the Company in such a transaction, but such opportunity cannot be assured.

The amount of additional financing needed by the Company, if any, will depend upon the maturity and objectives of the Company. The declining of an opportunity or the inability of the Investor to make a follow-on investment, or the lack of an opportunity to make such a follow-on investment, may result in substantial dilution of the Investor's interest in the Company.

23. What are the risks to purchasers associated with corporate actions, including additional issuances of securities, issuer repurchases of securities, a sale of the issuer or of assets of the issuer or transactions with related parties?

Additional issuances of securities. Following the Investor's investment in the Company, the Company may sell interests to additional investors, which will dilute the percentage interest of the Investor in the Company. The Investor may have the opportunity to increase its investment in the Company in such a transaction, but such opportunity cannot be assured. The amount of additional financing needed by the Company, if any, will depend upon the maturity and objectives of the Company. The declining of an opportunity or the inability of the Investor to make a follow-on investment, or the lack of an opportunity to make such a follow-on investment, may result in substantial dilution of the Investor's interest in the Company.

Issuer repurchases of securities. The Company may have authority to repurchase its securities from unitholders, which may serve to decrease any liquidity in the market for such securities, decrease the percentage interests held by other similarly situated investors to the Investor, and create pressure on the Investor to sell its securities to the Company concurrently.

A sale of the issuer or of assets of the issuer. As a minority owner of the Company, the Investor will have limited or no ability to influence a potential sale of the Company or a substantial portion of its assets. Thus, the Investor will rely upon the executive management of the Company to manage the Company so as to maximize value for unitholders. Accordingly, the success of the Investor's investment in the Company will depend in large part upon the skill and expertise of the executive management of the Company. If the Management of the Company authorizes a sale of all or a part of the Company, or a disposition of a substantial portion of the Company's assets, there can be no guarantee that the value received by the Investor, together with the fair market estimate of the value remaining in the Company, will be equal to or exceed the value of the Investor's initial investment in the Company.

Transactions with related parties. The Investor should be aware that there will be occasions when the Company may encounter potential conflicts of interest in its operations. On any issue involving conflicts of interest, the executive management of the Company will be guided by their good faith judgement as to the Company's best interests. The Company may engage in transactions with affiliates, subsidiaries or other related parties, which may be on terms which are not arm's-length, but will be in all cases consistent with the duties of the management of the Company to its unitholders. By acquiring an interest in the Company, the Investor will be deemed to have acknowledged the existence of any such actual or potential conflicts of interest and to have waived any claim with respect to any liability arising from the existence of any such conflict of interest.

24. Describe the material terms of any indebtedness of the issuer:

Loan
Amount: $2,315.00
Outstanding principal plus interest: $2,315.00 as of 11/25/2026
Interest rate: 24.7% per annum
Revenue-based financing.

INSTRUCTION TO QUESTION 24: name the creditor, amount owed, interest rate, maturity date, and any other material terms.

25. What other exempt offerings has the issuer conducted within the past three years?

Offering date	Exemption	Security type	Amount sold	Use of proceeds
No exempt offerings.				

26. Was or is the issuer or any entities controlled by or under common control with the issuer a party to any transaction since the beginning of the issuer's last fiscal year, or any currently proposed transaction, where the amount involved exceeds five percent of the aggregate amount of capital raised by the issuer in reliance on Section 4(a)(6) of the Securities Act during the preceding 12- month period, including the amount the issuer seeks to raise in the current offering, in which any of the following persons had or is to have a direct or indirect material interest:

1. any director or officer of the issuer;
2. any person who is, as of the most recent practicable date, the beneficial owner of 20 percent or more of the issuer's outstanding voting equity securities, calculated on the basis of voting power;
3. if the issuer was incorporated or organized within the past three years, any promoter of the issuer;
4. or any immediate family member of any of the foregoing persons.

☐ Yes
☑ No

For each transaction specify the person, relationship to issuer, nature of interest in transaction, and amount of interest.

FINANCIAL CONDITION OF THE ISSUER

27. Does the issuer have an operating history?

Yes

28. Describe the financial condition of the issuer, including, to the extent material, liquidity, capital resources and historical results of operations.

Management's Discussion and Analysis of Financial Condition and Results of Operations

Overview of the Business and Financial Condition

Inndirectly is a vacation rental marketplace that connects independent property hosts directly with travelers. The platform was founded by hosts who wanted to create a fairer alternative to traditional vacation rental platforms, allowing hosts to keep more of their earnings while providing guests with more personal, authentic stays.

We are an early-stage company and are currently operating at approximately break-even, with no material positive or negative cash flows from operations in recent periods. There can be no assurance that this break-even performance will continue in future periods.

from operations in recent periods. There can be no assurance that this break-even performance will continue in future periods.

As of November 9, 2026, we had cash and cash equivalents of approximately $1,000.

Our ability to continue operations is dependent on managing our expenses and, if necessary, obtaining additional financing.

This discussion should be read in conjunction with the financial statements and related notes included in this offering statement.

Business and Operating Uncertainty

Our business operates in an environment subject to various risks, uncertainties, and changing conditions, which makes it difficult to evaluate our business, financial condition, and prospects and may limit the comparability of our results of operations from period to period.

Financial Condition

As of December 31, 2025, our total assets were $0 and our current and non-current liabilities, as reflected in available financial statement fields, were $0.

Our financial statements reflect an early-stage company with limited operating history. Investors should not place undue reliance on historical financial information given the company's limited operating history and the likelihood that future results will differ from historical results.

Liquidity and Capital Resources

As of December 31, 2025, we did not have any cash or cash equivalents on hand.

Based on our current operations, we are operating at approximately break-even, with monthly net cash flow of approximately $0.

Our monthly net cash burn or profit may vary significantly from month to month due to the timing of receipts and expenditures and other short-term factors. As a result, period-to-period comparisons may not be meaningful.

We are self-sustainable and don't require raising funds to function. If we continue adding the average amount of subscriptions we've been receiving per month, we will continue to break even. We are seeking capital to help us grow.

To date, our operations have been funded through approximately $15,000 in capital contributions from the founding team and have not included any external financing.

Liquidity Assumptions

Our assessment of our liquidity and ability to fund operations is not a projection and is based on current assumptions regarding operating expenses, cash requirements, and capital needs. These assumptions may change, and actual results may differ materially due to changes in operating conditions, timing of receipts and payments, and other factors.

Dependence on Additional Financing

There can be no assurance that additional financing will be available on acceptable terms, or at all. If we are unable to raise additional capital when needed, we may be required to materially reduce or suspend operations.

Indebtedness and Capital Structure

As of the date of this offering statement, we had total outstanding indebtedness consisting of 1 loan of $2,315 in aggregate principal obligations. The material terms of such indebtedness are described in Item 24 of this Form C.

(For the avoidance of doubt, SAFEs are not treated as indebtedness.)

We have not conducted any exempt offerings or raised capital in the past three years.

Known Trends, Events, and Uncertainties

Management is not currently aware of any known trends, events, or uncertainties that are reasonably likely to have a material adverse effect on our financial condition or results of operations over the next 12 months.

The absence of a discussion of any particular trend, event, or uncertainty should not be interpreted to mean that such matters do not exist; rather, it reflects management's judgment based on information currently available.

Changes Since the Date of the Financial Statements

There have been no material changes in our operations or financial condition since the date of the financial statements included in this offering.

Impact of This Offering

The proceeds from this offering are expected to be used for core platform improvements and for basic marketing to bring in hosts and travelers. The timing and extent of our use of proceeds will depend on the amount of proceeds raised and future operating conditions. Additional detail regarding our planned use of proceeds is provided in Item 10 of this Form C.

There can be no assurance that the proceeds of this offering will be sufficient to fund our operations or achieve our business objectives.

Certain information relevant to understanding our financial condition and liquidity is presented elsewhere in this offering statement, including in the financial statements, related notes, and the sections describing indebtedness and prior financings.

Forward-Looking Statements

This discussion contains forward-looking statements that are based on management's current expectations and assumptions. Actual results may differ materially from those expressed or implied by these statements.

FINANCIAL INFORMATION

29. Include financial statements covering the two most recently completed fiscal years or the period(s) since inception, if shorter:

Refer to Appendix C, Financial Statements.

I, Carrie Nilsen, certify that:

(1) the financial statements of Inndirectly, LLC included in this Form are true and complete in all material respects; and

(2) the tax return information of Inndirectly, LLC included in this Form reflects accurately the information reported on the tax return for Inndirectly, LLC filed for the most recently completed fiscal year.

Carrie Nilsen

Carrie Nilsen
Owner

STAKEHOLDER ELIGIBILITY

30. With respect to the issuer, any predecessor of the issuer, any affiliated issuer, any director, officer, general partner or managing member

of the issuer, any beneficial owner of 20 percent or more of the issuer's outstanding voting equity securities, any promoter connected with the issuer in any capacity at the time of such sale, any person that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with such sale of securities, or any general partner, director, officer or managing member of any such solicitor, prior to May 16, 2016:

(1) Has any such person been convicted, within 10 years (or five years, in the case of issuers, their predecessors and affiliated issuers) before the filing of this offering statement, of any felony or misdemeanor:

i. in connection with the purchase or sale of any security? ☐ Yes ☑ No

ii. involving the making of any false filing with the Commission? ☐ Yes ☑ No

iii. arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, funding portal or paid solicitor of purchasers of securities? ☐ Yes ☑ No

(2) Is any such person subject to any order, judgment or decree of any court of competent jurisdiction, entered within five years before the filing of the information required by Section 4A(b) of the Securities Act that, at the time of filing of this offering statement, restrains or enjoins such person from engaging or continuing to engage in any conduct or practice:

i. in connection with the purchase or sale of any security? ☐ Yes ☑ No

ii. involving the making of any false filing with the Commission? ☐ Yes ☑ No

iii. arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, funding portal or paid solicitor of purchasers of securities? ☐ Yes ☑ No

(3) Is any such person subject to a final order of a state securities commission (or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the U.S. Commodity Futures Trading Commission; or the National Credit Union Administration that:

i. at the time of the filing of this offering statement bars the person from:

A. association with an entity regulated by such commission, authority, agency or officer? ☐ Yes ☑ No

B. engaging in the business of securities, insurance or banking? ☐ Yes ☑ No

C. engaging in savings association or credit union activities? ☐ Yes ☑ No

ii. constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative or deceptive conduct and for which the order was entered within the 10-year period ending on the date of the filing of this offering statement? ☐ Yes ☑ No

(4) Is any such person subject to an order of the Commission entered pursuant to Section 15(b) or 15B(c) of the Exchange Act or Section 203(e) or (f) of the Investment Advisers Act of 1940 that, at the time of the filing of this offering statement:

i. suspends or revokes such person's registration as a broker, dealer, municipal securities dealer, investment adviser or funding portal? ☐ Yes ☑ No

ii. places limitations on the activities, functions or operations of such person? ☐ Yes ☑ No

iii. bars such person from being associated with any entity or from participating in the offering of any penny stock? ☐ Yes ☑ No

(5) Is any such person subject to any order of the Commission entered within five years before the filing of this offering statement that, at the time of the filing of this offering statement, orders the person to cease and desist from committing or causing a violation or future violation of:

i. any scienter-based anti-fraud provision of the federal securities laws, including without limitation Section 17(a)(1) of the Securities Act, Section 10(b) of the Exchange Act, Section 15(c)(1) of the Exchange Act and Section 206(1) of the Investment Advisers Act of 1940 or any other rule or regulation thereunder? ☐ Yes ☑ No

ii. Section 5 of the Securities Act? ☐ Yes ☑ No

(6) Is any such person suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade? ☐ Yes ☑ No

(7) Has any such person filed (as a registrant or issuer), or was any such person or was any such person named as an underwriter in, any registration statement or Regulation A offering statement filed with the Commission that, within five years before the filing of this offering statement, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is any such person, at the time of such filing, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued? ☐ Yes ☑ No

(8) Is any such person subject to a United States Postal Service false representation order entered within five years before the filing of the information required by Section 4A(b) of the Securities Act, or is any such person, at the time of filing of this offering statement, subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations? ☐ Yes ☑ No

If you would have answered "Yes" to any of these questions had the conviction, order, judgment, decree, suspension, expulsion or bar occurred or been issued after May 16, 2016, then you are NOT eligible to rely on this exemption under Section 4(a)(6) of the Securities Act.

OTHER MATERIAL INFORMATION

31. In addition to the information expressly required to be included in this Form, include:

- (1) any other material information presented to investors; and
- (2) such further material information, if any, as may be necessary to make the required statements, in light of the circumstances under which they are made, not misleading.

The Lead Investor. As described above, each Investor that has entered into the Investor Agreement will grant a power of attorney to make voting decisions on behalf of that Investor to the Lead Investor (the "Proxy"). The Proxy is irrevocable unless and until a Successor Lead Investor takes the place of the Lead Investor, in which case, the Investor has a five (5) calendar day period to revoke the Proxy. Pursuant to the Proxy, the Lead Investor or his or her successor will make voting decisions and take any other actions in connection with the voting on Investors' behalf.

The Lead Investor is an individual that is chosen to act in the role of Lead Investor on behalf of Investors that have a Proxy in effect. The Lead Investor will be chosen by the Company and approved by Wefunder Inc. and the identity of the initial Lead Investor will be disclosed to Investors before Investors make a final investment decision to purchase the securities related to the Company.

The Lead Investor can quit at any time or can be removed by Wefunder Inc. for cause or pursuant to a vote of investors as detailed in the Lead Investor Agreement. In the event the Lead Investor quits or is removed, the Company will choose a Successor Lead Investor who must be approved by Wefunder Inc. The identity of the Successor Lead Investor will be disclosed to Investors, and those that have a Proxy in effect can choose to either leave such Proxy in place or revoke such Proxy during a 5-day period beginning with notice of the replacement of the Lead Investor.

The Lead Investor will not receive any compensation for his or her services to the SPV. The Lead Investor may receive compensation if, in the future, Wefunder Advisors LLC forms a fund ("Fund") for accredited investors for the purpose of investing in a non-Regulation Crowdfunding offering of the Company. In such circumstances, the Lead Investor may act as a portfolio manager for that Fund (and as a supervised person of Wefunder Advisors) and may be compensated through that role.

Although the Lead Investor may act in multiple roles with respect to the Company's offerings and may potentially be compensated for some of its services, the Lead Investor's goal is to maximize the value of the Company and therefore maximize the value of securities issued by or

related to the Company. As a result, the Lead Investor's interests should always be aligned with those of Investors. It is, however, possible that in some limited circumstances the Lead Investor's interests could diverge from the interests of Investors, as discussed in section 8 above.

Investors that wish to purchase securities related to the Company through Wefunder Portal must agree to give the Proxy described above to the Lead Investor, provided that if the Lead Investor is replaced, the Investor will have a 5-day period during which he or she may revoke the Proxy. If the Proxy is not revoked during this 5-day period, it will remain in effect.

Tax Filings. In order to complete necessary tax filings, the SPV is required to include information about each investor who holds an interest in the SPV, including each investor's taxpayer identification number ("TIN") (e.g., social security number or employer identification number). To the extent they have not already done so, each investor will be required to provide their TIN within the earlier of (i) two (2) years of making their investment or (ii) twenty (20) days prior to the date of any distribution from the SPV. If an investor does not provide their TIN within this time, the SPV reserves the right to withhold from any proceeds otherwise payable to the Investor an amount necessary for the SPV to satisfy its tax withholding obligations as well as the SPV's reasonable estimation of any penalties that may be charged by the IRS or other relevant authority as a result of the investor's failure to provide their TIN. If applicable, the Company may also be required to pay Wefunder certain fees for the preparation of tax filings. Such fees and the Company's obligation to deliver required tax documents are further specified in the related Tax Services Agreement ("TSA").

Investors should carefully review the terms of the SPV Subscription Agreement for additional information about tax filings.

Potential Dissolution of the SPV. The Company has agreed that it will pay an administrative fee and / or certain tax fees to Wefunder, in addition to delivering required tax information in the manner prescribed by the TSA, where applicable. Failure to pay such fees or provide Wefunder with required tax information could result in the dissolution of the SPV (an "SPV Dissolution Event"). Subsequent to an SPV Dissolution Event, the securities held by the SPV would be distributed directly and proportionally to the individual investors. This could create administrative complexities, as investors would need to manage the securities themselves rather than having them held and administered by the SPV. Additionally, the unplanned distribution of securities may not align with investors' intended investment strategy or asset allocation.

Upon an SPV Dissolution Event, the Investor hereby consents to and agrees to accept direct assignment of the SPV's rights and obligations under any investment agreements between the SPV and the Company that is located in the Form C or C/A offering materials. The Investor acknowledges they will be bound by all terms and conditions of such agreements as if they were an original party thereto.

ONGOING REPORTING

32. The issuer will file a report electronically with the Securities & Exchange Commission annually and post the report on its website, no later than:

120 days after the end of each fiscal year covered by the report.

33. Once posted, the annual report may be found on the issuer's website at:

https://inndirectly.com/invest

The issuer must continue to comply with the ongoing reporting requirements until:

1. the issuer is required to file reports under Exchange Act Sections 13(a) or 15(d);
2. the issuer has filed at least one annual report and has fewer than 300 holders of record;
3. the issuer has filed at least three annual reports and has total assets that do not exceed $10 million; or
4. the issuer or another party purchases or repurchases all of the securities issued pursuant to Section 4(a)(6), including any payment in full of debt securities or any complete redemption of redeemable securities; or the issuer liquidates or dissolves in accordance with state law.

APPENDICES

Appendix A: Business Description & Plan

Appendix B: Investor Contracts

- SPV Subscription Agreement - Early Bird
- Early Bird SAFE (Simple Agreement for Future Equity)
- SPV Subscription Agreement
- SAFE (Simple Agreement for Future Equity)

Appendix C: Financial Statements

- Financials 1

Appendix D: Director & Officer Work History

- Carrie Nilsen
- David Nilsen

Appendix E: Supporting Documents

- ttw_merged_comms
- Attachment #25141
- Series Appendix — Inndirectly I
- Series Appendix — Inndirectly I (Early Bird)
- Wefunder SPV, LLC Agreement

Signatures

Intentional misstatements or omissions of facts constitute federal criminal violations. See 18 U.S.C. 1001.

The issuer certifies that it has established means to keep accurate records of the holders of the securities it would offer and sell through the intermediary's platform.

The following documents will be filed with the SEC:

Cover Page XML

Offering Statement (this page)

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- Wefunder SPV, LLC Agreement

Wefunder Portal will review the information you provide before we agree to submit a Form C to the SEC. Our review is designed to assess whether the information you have provided is complete and not inaccurate, misleading or otherwise fraudulent. Despite our review, the company submitting this Form C may be held responsible for all information provided through it, and for ensuring that the information it submits is not false or misleading in any material way and does not omit any information that would cause the information included to be false or misleading. By submitting your Form C to us, you acknowledge this. You also agree to provide any additional information or clarification we may request from you so that the Form C we submit on your behalf, in our reasonable, good faith review, does not contain incorrect information. Wefunder Portal will not submit a Form C that we believe, in our sole discretion, omits material information or contains false or misleading information. As a result, there is no guarantee that we will submit a Form C on your behalf.

Intentional misstatements or omissions of facts constitute federal criminal violations. See 18 U.S.C. 1001.

The issuer certifies that it has established means to keep accurate records of the holders of the securities it would offer and sell through the Form C.

Pursuant to the requirements of Sections 4(a)(6) and 4A of the Securities Act of 1933 and Regulation Crowdfunding (§ 227.100 et seq.), the issuer certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form C and has duly caused this Form to be signed on its behalf by the duly authorized undersigned.

I authorize Wefunder Portal to submit a Form C to the SEC based on the information I provided through this online form and my company's Wefunder profile.

As an authorized representative of the company, I appoint Wefunder Portal as the company's true and lawful representative and attorney-in-fact, in the company's name, place and stead to make, execute, sign, acknowledge, swear to and file a Form C, any future non-material Form C-A, any future Form C-U, and any future Form C-W on the company's behalf. This power of attorney is coupled with an interest and is irrevocable. The company hereby waives any and all defenses that may be available to contest, negate or disaffirm the actions of Wefunder Portal taken in good faith under or in reliance upon this power of attorney.

Before you click on the button below, please review the information you have provided carefully.

We strongly recommend you have your company's lawyer review the information as well. The company submitting this Form C is responsible for all information provided through it, and for ensuring that the information it submits is not false or misleading in any material way and does not omit any information that would cause the information included to be false or misleading.

☑ I verify the Form C is 100% accurate

☑ I agree to the Wefunder Listing Agreement

☑ I agree to the Investor Representative Proxy Agreement

☑ I agree to the Rule 3a-9 Undertakings Agreement

Pursuant to the requirements of Sections 4(a)(6) and 4A of the Securities Act of 1933 and Regulation Crowdfunding (§ 227.100 et seq.), the issuer certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form C and has duly caused this Form to be signed on its behalf by the duly authorized undersigned.

Inndirectly, LLC

By

Carrie Nilsen

Founder

Pursuant to the requirements of Sections 4(a)(6) and 4A of the Securities Act of 1933 and Regulation Crowdfunding (§ 227.100 et seq.), this Form C and Transfer Agent Agreement has been signed by the following persons in the capacities and on the dates indicated.

Carrie Nilsen

Founder
11/24/2026

David Nilsen

CFO
11/25/2026

The Form C must be signed by the issuer, its principal executive officer or officers, its principal financial officer, its controller or principal accounting officer and at least a majority of the board of directors or persons performing similar functions.