

## VALEAS CAPITAL PARTNERS MANAGEMENT LP TERMS OF USE

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### Forward-Looking Statements and Endorsements

Valeas does not solicit or make its services generally available to the public. The website may include information regarding portfolio companies or investments managed by Valeas. References to portfolio companies should not be construed as a recommendation of any particular investment or security. Past performance is not indicative of future results and there can be no assurance that future performance will be comparable to past performance. The website may include certain forward-looking statements relating to the Valeas funds as well as to their underlying portfolio companies. Forward-looking statements are not guarantees of underlying expected actions or future performance and future results may differ significantly from those anticipated by the forward-looking statements. The website may include endorsements or client testimonials from portfolio company founders or other persons who are not Valeas employees. Portfolio company founders are not generally compensated as investors in the Valeas funds, nor are they directly compensated for their statements included on the website. They may, however, be indirectly compensated for their endorsements because their companies are likely to benefit if Valeas succeeds. They may also be given the opportunity to invest in the Valeas funds with reduced fees.

## **Limitations on Use**

As a user of the website, you agree NOT to:

- access the website to compile or contribute to any compilation, database, or directory without our prior written permission;
- collect usernames or email addresses to send unsolicited email, creating user accounts under false pretenses, or to harass, abuse, or harm any of our employees or any other person;
- circumvent, disable, or interfere with security-related features of the website, insert any virus, malware or spyware, or create an undue burden on the website or connected networks;
- decipher, decompile, disassemble, or reverse engineer the website or any content;
- publish, broadcast, retransmit, reproduce, repackage, redistribute or create any derivatives of all or any portion of the website except as explicitly permitted in these Terms of Use;
- disparage, tarnish, or otherwise harm, in our opinion, us and/or the website;
- delete any copyright or other proprietary rights notices from the website or any content; and/or
- otherwise access the website or use the information contained on the website for any illegal purpose or in any other manner inconsistent with these Terms of Use.

## **Risks You Assume by Using the Website**

Information on the website speaks only as of the date indicated. While we make reasonable efforts to provide accurate information, at times we may not promptly update or correct the website even if we are aware that it is inaccurate, outdated or otherwise inappropriate. You agree that we are not responsible for any action that you take or decision you make in reliance on any information contained on the website.

## **Communications**

While we make commercially reasonable efforts to ensure that the website is secure, we do not guarantee the security of the website or your communications with us through the website. Electronic communications can be intercepted by third parties and, accordingly, transmissions to and from this website may not be secure. Communications to Valeas, particularly those containing confidential information, may be sent by mail to: Valeas Capital Partners Management LP, 101 California Street, Suite 3910, San Francisco, CA 94111. Valeas shall be free to use, for any purpose and without compensation to you, any ideas, concepts, know-how, or techniques provided by you to Valeas through this website, mail, or other communication means.

## **Third Party Websites**

Please note that these Terms of Use apply only to this website and not to other websites that may be accessible from this website via hyperlink. We are responsible only for the content of our own website and we have little or no control over other websites that may be accessible from this website, the contents therein or the products/services offered thereby. If you access any third-party website through our website, you do so at your own risk. Hyperlinks to or from this website do not constitute third party endorsement of, sponsorship by, or affiliation with us. We encourage you to review the privacy policies and user agreements of all other websites that you visit as such policies and agreements will govern your use of those websites.

## **International Use**

Due to the global nature of the Internet, this website may be accessed by users in countries other than the United States. We make no warranties that materials on this website are appropriate or available for use in such locations. If it is illegal or prohibited in your country of origin to access or use this website, then you should not do so. Those who choose to access this site outside the United States do so on their own initiative and are responsible for compliance with all local laws and regulations. Please also see Privacy Notice regarding our practices for information collected from users outside the United States.

### **Disclaimer of Warranties**

You acknowledge that we provide the contents of this website on an “as is” basis with no warranties of any kind. We disclaim all representations and warranties, express or implied of any kind with respect to the website, including warranties of merchantability, fitness for a particular purpose and use or non-infringement of intellectual property and proprietary rights. Without limiting the foregoing, we do not warrant the availability, accuracy, completeness, sufficiency, timeliness, suitability, functionality, reliability, speed or delivery of the website or any part of the information contained on this website. Your use of this website and use or reliance upon any of the materials on it is solely at your own risk. If you are a California resident, you hereby waive California Civil Code section 1542 which provides: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

### **Limitation of Liability & Indemnity**

Neither Valeas nor any of our agents, members, directors, or employees are responsible for any damages, liabilities, or injury, including but not limited to direct, indirect, incidental, special, exemplary, punitive, or consequential damages, or for any lost profits or losses, however caused, arising out of your use of (or inability to use) this website, whether arising under this Agreement or otherwise. Our liability is limited to the maximum extent permitted by law and is limited even if we have been advised of the possibility of the damages, liability, or injury that you suffer or if any remedy you have fails of its essential purpose, including any damages, liabilities or injury caused by any failure of performance, error, omission, interruption, defect, delay in operation, computer virus, line failure, or other computer malfunction. Without limiting the foregoing, under all circumstances, the maximum liability of Valeas, its agents and employees with respect to your use of this website is \$1.

In exchange for using this website, you agree to indemnify and hold Valeas, our agents, members, directors, and employees harmless against any and all claims, losses, liabilities, costs and expenses (including, but not limited to, attorneys’ fees) arising from your use of this website, your violation of this Agreement or from any decisions that you make based on such information.

### **Termination**

Valeas may terminate your access to this website for any reason, without prior notice. This Agreement shall survive any termination or expiration of your access to the website.

### **Governing Law**

You agree that your use of this website and any disputes relating to the website or this Agreement shall be governed in all respects by the laws of the State of California. Any dispute relating to the above shall be brought solely in the state or federal courts located in San Francisco, California and you expressly consent to the exercise of personal jurisdiction by and to venue in such courts for purposes of resolving such disputes. You agree to bring any claim solely in your individual capacity and you expressly waive any right to bring any claim as part of a group or as a class action.

### **Severability**

If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of the remaining provisions. This Agreement constitutes the entire agreement and understanding between you and Valeas and supersedes any prior agreement and understandings with respect to your access to or use of the website.