

# Terms of Service

These Terms of Service constitute a legal agreement between you, as the user of the Website (respectively the application behind the website), and StartupSpider GmbH, as the owner of the Website (and the application behind). Throughout these Terms of Service we will refer to you as "you", and we will refer to StartupSpider GmbH as "we", "us" or "StartupSpider".

When it is referred to "Website" this includes also the application behind, including the services which are connecting Crowdfunding platforms with StartupSpider.

## 1. Application

These Terms of Service set out the general terms governing your use of the Website. They apply to you as soon as you first use the Website and you are deemed to have agreed to be bound by them upon your first use of the Website. If you do not wish to continue to be bound by these Terms of Service, you have to stop using the Website.

## 2. Relationship to Other Agreements

In addition to these Terms of Service, our Membership Guideline Terms may also apply to you and everyone else who uses the Website and using the Membership services (which take care of connecting Crowdfunding platforms with StartupSpider). A Privacy Notice also sets out details of how your personal data will be used. Together, these are the "Website Agreements".

During the course of your use of the Website, you may choose to agree to be bound by certain other agreements: for example, if you wish to sign up to StartupSpider, you will need to agree to a Customer Agreement, and if you wish to invest in a business through the connected Crowdfunding platforms, you will need to agree to the relevant Investment Agreement. We refer to all of these other agreements as the "Platform Agreements", because rather than just governing your technical use of the Website, they set out the substantive terms that govern your relationship with us when you make use of our platform.

The Website Agreements will continue to apply to you even after you have agreed to a Platform Agreement. However, if it turns out that there is a conflict between the Website Agreements and a Platform Agreement that you agree to, the Platform Agreement will take precedence.

## 3. Intellectual Property

The Website may include at any given time text, graphics, logos, icons, images, sound clips, video clips and data compilations, and together with the Website's page layout, underlying code and software we refer to all of these as "Content". All of the Content is the property of StartupSpider, our affiliates or third parties with whom we do business, and this means that it is protected by Swiss Law and international intellectual property laws and other relevant laws. This means that, except as provided by Part 1, Chapter 3 of the UK Copyright, Designs and Patents Act 1988 (which contains what is generally known as the "fair use" provisions for copyrighted materials), you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Website unless otherwise indicated on the Website or unless given explicit written permission to do so by StartupSpider. For the avoidance of doubt, data mining or scraping the Website without the explicit written permission of StartupSpider is not permitted.

## 4. Links to Other Websites

This Website may contain links to other websites. Unless we explicitly say otherwise, you should assume that these other websites are not under the control of StartupSpider or our affiliates. We assume no responsibility for the content of such websites, and we disclaim liability for any and all forms of loss or damage arising out of the use of them. Additionally, even if we include a link to another

website on this Website, that does not mean that we endorse that other website or in any way recommend that you should use it.

## 5. Disclaimers

If you choose to agree to the Customer Agreement, you will see that in there – and in other Platform Agreements – we make certain promises to you about what parts of the Website and its Content we are responsible for and for which parts we are not. This means that, if you are a party to one of those agreements and something goes wrong with your use of the Website, you may be able to hold us responsible depending on the circumstances.

However, with the exception of the specific promises we make in a Platform Agreement to which you are a party, you need to be aware that:

- We make no warranty or representation (explicit or implied) that the Website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure, or that all information provided will be accurate.
- We make no guarantee of any specific results from the use of the Website.
- No part of this Website is intended to constitute advice, and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.
- The Website is provided "as is" and on an "as available" basis, and we give no warranty that it will be free of defects and / or faults.
- We accept no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war, or legal restrictions and censorship.
- To the maximum extent permitted by law, we accept no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from your use of the Website or any information contained in it, and you use the Website and its Content at your own risk. This is not intended to exclude or restrict our liability for death or personal injury arising from your use of the Website.
- Users should be aware that they use the Website and its Content at their own risk.

## 6. Severability

We have made every effort to ensure that these Terms of Service adhere strictly with the relevant applicable laws. However, in the event that any of these provisions are found to be unlawful, invalid or otherwise unenforceable, that provision is to be deemed severed from these Terms of Service and shall not affect the validity and enforceability of the remaining Terms of Service. This clause on "Severability" shall apply only within jurisdictions where a particular term is illegal.

## 7. No Waiver

In the event that either you or we fail to exercise any right or remedy contained in these Terms of Service, that does not mean you or we (as applicable) have waived that right or remedy and so shall not be construed as a waiver.

## 8. Revisions

From time to time we may update these Terms of Service to take account of changes in the law or for any other reason. If we update these Terms of Service, we will post a new version on the Website, and as soon as you use the Website after they are posted, you will be deemed to have agreed to the updated version, but you will still be bound by the terms of any previous versions to which you have agreed or been deemed to agree. If there is a conflict between two versions of the Terms of Service to which you have agreed or been deemed to agree, the more recent version shall take precedence unless it is explicitly stated otherwise.

## **9. Communications**

If you wish to communicate with us about anything related to these Terms of Service, you may do so by sending an email to [info@StartupSpider.com](mailto:info@StartupSpider.com). Please note that the webmaster can only respond to questions about these Terms of Service and any technical issues with use of the Website, and in case you have any other questions about the Website you should email to the appropriate address set out in the "Contact Us" section of the Website.

## **10. Complaints**

If you wish to make a complaint about StartupSpider, the process for doing so is set out in the Customer Agreement which can be accessed through your StartupSpider profile. If we do not resolve the complaint to your satisfaction, you may have a right to file an arbitration (to file an arbitration, you must: (a) submit a Demand for Arbitration to a Justice of the Peace in Switzerland; and (b) send one copy of the Demand for Arbitration to StartupSpider Pilatusstrasse 12, 8916 Jona Switzerland).

## **11. Choice of Law**

These Terms of Service, and the relationship between you and StartupSpider created by it, shall be governed and construed in accordance with the Swiss law.

## **12. Jurisdiction**

You agree to submit to the exclusive jurisdiction of the courts of Switzerland. This means that if you want to bring a legal action against us, or we want to bring a legal action against you, it must be done in one of these courts.

## **13. Definitions**

We have used a few capitalized terms in this agreement, which means that they have specific definitions. In some cases the definition is set out when they are first used, but in a few cases we give the meaning below instead.

- Privacy Notice means the privacy notice of the Website, available at Privacy Notice;
- Referral Fee Terms means the referral fee terms of the Website, available at Referral Fee Terms;
- StartupSpider GmbH means, a private limited company registered in Switzerland under registration number UID: CHE-324.212.758; and
- Website means the website that you are currently using ([www.StartupSpider.com](http://www.StartupSpider.com) or [www.StartupSpider.ch](http://www.StartupSpider.ch)) and any sub-domains of this site unless explicitly excluded by their own terms and conditions.

# Privacy Notice

StartupSpider GmbH ("StartupSpider") acts only as a "portal", which connects various Crowdfunding platforms. If you decide to invest in businesses displayed on StartupSpider the investment does not take place on StartupSpider, but on the corresponding Crowdfunding platform (from where the business opportunity is sourced).

- As StartupSpider is not the Crowdfunding platform where the investment takes place, StartupSpider cannot take responsibility for any issues related to the investment or issues which you may face with the respective Crowdfunding platform.

- Also, this means for you to be aware of and accept the Risk and guideline of that platform.

StartupSpider does not only act as a portal, but also offers services for the social community.

This Privacy Notice describes what information StartupSpider collects and how it is used, and applies to all services that StartupSpider offers and all persons that StartupSpider engages with. Throughout this Privacy Notice users of the services and other persons with whom we interact will be referred to as "you", and StartupSpider will be referred to as "we" or "us".

## 1. Information That We Collect

We collect information on you in the following ways and treat all of this information as your "Personal Data":

- Information you give us. When you use [www.StartupSpiders.com](http://www.StartupSpiders.com) (or [www.StartupSpider.ch](http://www.StartupSpider.ch)) and any of its sub-domains (the "Website") or the underlying application, we may ask you to provide certain personal information, such as your contact details, banking details, tax information, demographic information, employment and educational history and, in the case of entrepreneurs seeking to raise capital through the connected platforms (or StartupSpider), information about you in connection with your business. Much of this information enables us to comply with our legal obligations (respectively the legal obligations of the connected Crowdfunding platforms) or fulfill our contractual arrangements with you and other parties, and sharing this information may be necessary for us to provide our services. Please note that, in the case of entrepreneurs who provide us with customer data, it is your responsibility to ensure that you have the appropriate reasons to do so and that this is done in a secure manner.

- Information we get from you using our services. StartupSpider collects information about the services you use and how you use the services, such as when you view and interact with the Website or our portal or our advertisements. In addition, we may gather certain information about you, including details of your operating system, browser version, domain name and IP address, and the details of any website from which you accessed through the Website. We may also collect your Personal Data when you interact with our employees on the phone or in person and we record those conversations, either because we are required to do so under regulation, or for training purposes so that we can improve our services.

- Cookies. StartupSpider may set and access cookies on your computer, which are small files that reside on your computer's hard drive that generally contain an anonymous unique identifier and are accessible only by the website that placed them there and not any other sites. To the extent that we have third-party advertisements on the Website, those third parties may also place, set and access cookies on your computer. They do this to track how many unique users have seen a particular advertisement and to provide advertisements that are more relevant

to a given user's interests. We do not have access to those cookies and, other than allowing them to be served, we play no role in those cookies at all. You can choose to enable or disable cookies in your web browser. By default, your browser will accept cookies, but this can be altered. In addition, you may delete cookies that have already been placed on your hard drive. For further details please consult the help menu in your browser. Disabling or deleting cookies may prevent you from using the full range of services available on the Website.

- Information from third parties or publicly available sources. We may also collect your Personal Data (such as contact information or purchasing habits) from third parties or available public sources.

## **2. Data Protection Principles**

StartupSpider is committed to protect the privacy and security of your Personal Data. StartupSpider is a "data controller", meaning that we are responsible for deciding how we hold and use your Personal Data. We will comply with data protection law, which says that Personal Data must be:

- Used lawfully, fairly and in a transparent way.
- Collected only for valid purposes that we have clearly explained to you and not used in any other way that is incompatible with those purposes.
- Relevant to the purposes we have told you and limited only to those purposes.
- Accurate and kept up to date.
- Kept only as long as necessary for the purposes we have told you.
- Kept securely.

## **3. How We Use Information That We Collect**

We use the Personal Data that we collect for the following purposes.

To comply with our legal or regulatory obligations, we may use your Personal Data (and if you do not provide this Personal Data we may not be able to provide our services to you):

- To confirm your identity in order to create your account and ensure that you are eligible to use the services provided on the Website.
- To conduct required anti-money laundering checks on you and associated financial crime and fraud monitoring, in connection with transactions you may conduct through the Website, respectively to make it available / submit it to the connected Crowdfunding platforms.
- In the case of investors, to confirm that you are eligible to make investments through the Website, respectively through the connected Crowdfunding platform, in accordance with relevant legislation.
- To enable us to support the connected Crowdfunding platforms to comply with obligations as a regulated financial services business, including transaction recording, updates on your investment and fundraising activity on the Website, other compliance responsibilities, and reporting to regulators and governmental authorities.

To carry out our obligations under our contracts with you or others, we may use your Personal Data:

- To process and administer payments and investments in connection with the services provided on the Website, respectively the connected Crowdfunding platforms.
- To process any special StartupSpider services which are based on data analytics
- In the case of entrepreneurs seeking capital and certain individuals connected to the fundraising business, to assess your suitability for and application to fundraise on the Website, to verify and approve the disclosures you make in your campaign to potential investors, to provide you with any campaign marketing and PR services, to facilitate the investment transactions and exercise any rights that StartupSpider respectively the connected Crowdfunding platform may have as nominee.
- In the case of investors, to facilitate any investments you may make, to exercise any rights you may have in connection with those investments including

StartupSpider or the connected Crowdfunding platforms as nominee, and to provide fundraising businesses with information about the progress of their campaigns and your investments in their businesses.

- In the case of investors who have completed investments in fundraising businesses, to provide those businesses with information to fulfill obligations to you, and ensure compliance with their corporate or regulatory requirements, such as tax and shareholder reporting.
- In the case of investors who have been referred to StartupSpider or the connected Crowdfunding platforms by an independent financial advisor or wealth manager, to share information that we hold about you with your financial advisor or wealth manager.
- To provide you with information about your account, including any campaigns you have created and any investments or payments you have made or you have indicated an interest in making.
- To facilitate the participation of you or your business in any supplemental programs that StartupSpider may offer such as the Alumni Club, Members Club and Anchor Investor Program.

We have a legitimate interest in ensuring that the Website and our services operate effectively and to do this we may use your Personal Data the following way:

- To monitor, improve and administer the Website, the services provided on the Website or our StartupSpider application.
- To contact you to ensure customer satisfaction in respect of our role as a service provider and assist you in getting the best value from our services.
- To respond to customer support or other enquiries requesting information. We may also intercept, record and/or monitor any communication(s) (including telephone calls or other electronic communications) between you and us. We may do so in order to resolve queries in the future and for the purposes of ensuring security, staff training and complying with our regulatory and legal responsibilities. In the case of communications by email you should note that, as emails are not encrypted (and may therefore be intercepted by third parties) and as the identity of the sender cannot be confirmed, you must NOT provide your security details by email.

We also have a legitimate interest in communicating with you and others, facilitating communications between you and others, publishing and market our business, supporting industry research, and making sure that marketing, advertising, PR, and content we provide is effective, so we may use your Personal Data:

- To enable us to conduct surveys and analysis, aggregate user profiles, identify other potential customers, or enable us or third party academics to conduct research.
- To advertise, publish, market and promote our business, and to measure, understand, or improve the effectiveness of advertising we provide to you and others.
- In the case of individuals or businesses that have indicated an interest in StartupSpider or the businesses fundraising on the Website (respectively the connected Crowdfunding platforms), to contact you to provide you with information about us or fundraising businesses and on other selected products and services that we think may be of interest to you (unless you have asked us not to do so).
- To create and share informative content about our business or the industry in which we operate, including contacting you about reports we publish and new products we launch.
- In the case of our commercial and investment partners providing goods or services to investors or entrepreneurs, to pass on information in relation to those goods or services.
- In the case of journalists who are working in the sector in which we operate or related sectors, to provide you with news and updates about our business,

businesses that are fundraising on our Website and other relevant industry information.

- In the case of referred investors, to inform the party that has referred you that you have joined StartupSpider.
- In the case of investors who have completed investments in fundraising businesses, to enable those businesses to contact you with news of developments in the business and keep you informed as to your investment.

In certain other circumstances we may seek your consent to use your Personal Data. In this case we will ask you to confirm your agreement to your Personal Data being processed for a specific purpose, either through the Website by another means.

#### **4. Transparency and Choice**

Users of the Website can manage the kind of emails received from us by visiting the account configuration. For non-users of the Website, please notify us using the contact details below if you no longer wish to receive our updates.

You may, through the Website, alter your cookie preferences and your preferences for other monitoring, analysis or tracking activity we conduct, based on industry-standard classifications. It is important to note that disabling or making changes to these preferences may prevent you from using the full range of services available on the Website. Please find more details in our

#### **5. Accuracy and Retention of Personal Data**

If you see that any of your Personal Data that is included in the "Profile" section of your StartupSpider account (or the connected account on the connected Crowdfunding platforms) is inaccurate, please revise or update it using the Website. Alternatively, if you believe that any of the Personal Data we hold about you is inaccurate, you should notify us using the contact details below in order to correct it.

It is your responsibility to ensure that any Personal Data you have provided to us remains accurate and to notify us (either through the Website or using the contact details below) if there are any changes in your Personal Data.

We will retain your Personal Data to fulfill the purposes outlined in this Privacy Notice as long as you use the StartupSpider platform, and for at least six years after that to comply with the legal and regulatory recordkeeping obligations we have.

#### **6. Information That We Share**

Any Personal Data that we collect will not be disclosed to any third parties by StartupSpider and its affiliates, except under the following circumstances:

- We may disclose certain of your Personal Data to the connected Crowdfunding platforms to allow you to use their services like investing, which includes browsing investment opportunities. This could include e.g. a photo copy of your passport. In the account opening process you can steer with which connected crowdfunding platforms you would like to work and therefore decide to which Crowdfunding platform we should forward your documents.
- We may disclose certain of your Personal Data to third party service providers solely in the course of their provision of services to StartupSpider, and will take reasonable precautions to ensure that these service providers are obliged to keep your Personal Data secure and confidential, in compliance with relevant legal requirements. In some instances, your Personal Data may be transferred outside Switzerland or the European Economic Area; if this is the case we will take steps to ensure that the transfer is protected by safeguards provided under EU and UK law, such as model contract clauses or the EU-US Privacy Shield. For more information on these safeguards, please notify us using the contact information provided in below.
- We may disclose certain of your Personal Data if we, in good faith, believe that we are required to do so by law, regulation or the order of court or other legitimate government body or arbitration panel. This includes, among other things, any

Personal Data that may be requested by HM Revenue & Customs and the Financial Conduct Authority.

- We may tell you in one of the agreements that you enter into with us (for example the Customer Agreement that you will enter into when signing up to the Website, the Engagement Letter and Campaign Terms & Conditions that you will enter into when you wish to raise funds for your business, or the Investment Agreement that you will enter into when making an investment, the membership agreement relevant for connected Crowdfunding platforms or other 3rd party) or otherwise on the Website that we will disclose certain of your Personal Data in connection with a transaction you conduct through the Website. We may also tell you how we will use or disclose your Personal Data when you provide information to us in certain other circumstances (for example if we are collecting information about a potential fundraiser on behalf of a fundraising business).
- We may disclose certain of your Personal Data to third party academics to conduct research.
- In the event that we intend to enter into a major corporate transaction, such as a sale of control of our or another business on a stock exchange, we may disclose certain of your Personal Data to potential buyers, underwriters or advisors. If we do this, we will take reasonable precautions to ensure that the recipients of your Personal Data are obliged to keep it secure and confidential, in compliance with relevant legal requirements.
- We may, from time to time, expand, reduce or sell our business, and this may involve the transfer of certain divisions or the whole business to other parties. Your Personal Data will, where it is relevant to any division so transferred, be transferred along with that division and the new owner or newly controlling party will, under the terms of this Privacy Notice, be permitted to use your Personal Data for the purposes for which it was supplied by you.

## 7. Your Rights

You may have the right to request the following actions regarding your Personal Data, which will be fulfilled in accordance with applicable data protection law:

- If you wish to raise an objection to the processing of your Personal Data or wish it to be deleted you may do so by notifying us using the contact details below. It may be possible for us to restrict processing of your Personal Data, or to delete it so long as we can still comply with our legal, regulatory and contractual obligations.
- If you wish to object to direct marketing please notify us using the contact details below or, in the case of emails, if you are a user of the Website you can go to the "Profile" section as set out above and you may also use the 'unsubscribe' feature which you can find on our emails. To ensure that we respect your request we may retain your contact details on a suppression list.
- Where we have processed information with your consent then you may notify us using the contact details below to withdraw that consent at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your information conducted in reliance on lawful processing reasons other than consent.
- If you would like to receive a portable copy of the Personal Data you have provided to us, please notify us using the contact details below.
- If you have created a StartupSpider account, you can see some of the Personal Data we hold about you in the "Profile" section of your account. If you wish to see a copy of all of your Personal Data that we hold, please notify us using the contact details below. A request for a copy of your Personal Data will generally be fulfilled free of charge, but we may charge a reasonable fee if the request is manifestly unfounded, excessive, or repetitive, or if you request multiple copies of the same information
- All of the above accounts only for the data which are stored on StartupSpider. StartupSpider does not take responsibility for connected Crowdfunding platforms and you will have to contact them directly.

- If you have concerns about how we collect and use your data, please contact us. If you are dissatisfied with our response, you may have the right to raise your concern with the regulator

## **8. Security of Your Personal Data**

We ensure the endeavour to take all reasonable steps to protect your Personal Data, including the use of encryption technology - you can read more about . We also require that all StartupSpider employees undergo mandatory data protection training. However, we cannot guarantee the security of any Personal Data you disclose online. In using the Website, you accept the inherent security implications of engaging in transactions online over the internet, and you agree that you will not hold us responsible for any breach of security unless we have been grossly negligent or in willful default.

## **9. Revisions**

From time to time we may update this Privacy Notice. We will post any Privacy Notice changes on this page and, if the changes are significant, we will provide a more prominent notice (such as an email notification of Privacy Notice changes).

## **10. Communicating With Us**

If you wish to reach out to us, or have any questions about this Privacy Notice, you can reach us by sending a letter to:

StartupSpider GmbH  
c/o Data Protection Team  
Pilatusstrasse 12  
8916 Jonen  
Switzerland

or by sending an email to [security@StartupSpider.com](mailto:security@StartupSpider.com).

## **11. Cookies Preferences**

Cookies are text files containing small amounts of information, which your computer or mobile device downloads when you visit a website. When you return to websites or visit websites that use the same cookies, they recognize these cookies and therefore your browsing device. Please find more details in our " " "

## **12. Marketing Preferences**

Occasionally your personal data may be used to allow StartupSpider to better understand our audience and deliver more relevant advertising to you or people like you.

This may mean securely sharing some of your data with other advertisers or platforms. Your information will be fully encrypted and used strictly in line with our Privacy Policy.

# Risk Warnings

Investing in early-stage and other growth-focused businesses can be very rewarding, but it involves risks and challenges. If you choose to invest in businesses displayed on StartupSpider, you need to be aware of and accept the following important considerations:

## 1. Portal technology

StartupSpider acts only as a "portal", which connects various Crowdfunding platforms. If you decide to invest in businesses displayed on StartupSpider the investment does not take place on StartupSpider, but on the corresponding Crowdfunding platform (from where the business opportunity is sourced).

- As StartupSpider is not the Crowdfunding platform where the investment takes place, StartupSpider cannot take responsibility for any issues related to the investment or issues which you may face with the respective Crowdfunding platform.
- Also, this means for you to be aware of and accept the Risk and guideline of that platform.

## 2. Loss of Capital

Most early-stage businesses and many other growth-focused businesses fail, and if you invest in a business displayed on the platform, it is significantly more likely that you might lose all of your invested capital than you will see any return of capital or a profit. You should not invest more money in the types of businesses displayed on the platform than you can afford to lose without altering your standard of living.

## 3. Illiquidity

Almost all investments you make in businesses displayed on the platform will be highly illiquid. It is very unlikely that there will be a liquid secondary market (on an exchange) for the shares of the business. This means you should assume that you will be not able to sell your shares until and unless the business floats on a stock exchange or is bought by another company; and, even if the business is bought by another company or floats, your investment may continue to be illiquid. Even for a successful business, a flotation or purchase is unlikely to occur for a number of years from the time you make your investment. For businesses for which secondary market opportunities are available (including any available on the platform), it can be difficult to find a buyer or seller, and investors should not assume that an early exit will be available just because a secondary market exists.

## 4. Rarity of Dividends

Businesses of the type displayed on the platform rarely pay dividends. This means that if you invest in a business through the platform, even if it is successful it is most unlikely that you see any return of capital or profit until you are able to sell your shares. Even for a successful business, this is unlikely to occur for a number of years from the time when you make your investment.

## 5. Dilution

Any investment you make in a business displayed on the platform is likely to be subject to dilution. This means that if the business raises additional capital at a later date / stage, it will issue new shares to the new investors, and the percentage of the business that you own will decline. These new shares may also have certain preferential rights to dividends, sale proceeds and other matters, and the exercise of these rights may turn out to your disadvantage. Your investment may also be subject to dilution due to a result of the grant of options (or similar rights to acquire shares) to employees of the service provider or to certain other contacts of the business.

## **6. Diversification**

If you choose to invest in businesses of the type displayed on the platform, such investments should only be made as part of a well-diversified portfolio. This means that you should invest only a relatively small portion of your investable capital in such businesses and the majority of your investable capital should be invested in safer, more liquid assets. It also means that you should spread your investment between multiple businesses rather than investing a larger amount in just a few.

## **7. Important information about fund and convertible campaigns**

The portal connects you with platforms which provide opportunities to invest in startups and growth-focused businesses by the way of the following types of campaigns:

- Equity
- Fund
- Convertible
- Debt (Bonds)
- Donation
- Reward based crowdfunding

Information about these campaigns is available [here](#). All the risk warnings above apply to each of those types of campaigns but you should also be aware of the following in respect of funds and convertibles. As each fund and convertible campaign is different, please ensure you read the campaign text and accompanying documentation carefully.

### **Funds**

Fund campaigns allow you to invest in multiple companies that are selected by predetermined criteria, and are often set up by a fund organizer (who may run an accelerator or venture capital fund, for example). Whilst each investment in a company will be structurally the same as a regular equity campaign, your money will be invested company-by-company over a longer period, meaning that your shares in each company will be issued at different times.

### **Convertibles**

Convertible campaigns allow you to invest in a company in return for a contractual right for shares to be issued at the occurrence of a trigger event (generally another round of funding or a longstop date). In return for investing early, you will receive a discount on the price of the shares issued and sometimes the benefit of a valuation cap. Whilst the investment in the company will be structurally the same as a regular equity campaign, your shares will be issued later than your money has been invested. There are also other types of convertibles.

# Cookie Policy

StartupSpider GmbH, Inc. ("StartupSpider," "we," or "us") uses and allow certain other companies to use cookies and other automated data collection tools (collectively, "cookies") when you use the Service.

This Cookie Policy explains our use of cookies on StartupSpider's website ("Site") and Services available through the website (the "Service(s)"). We do this to understand your use of our Services; improve your User experience and enable personalized features and content; These technologies are used in analyzing trends, administering the site, tracking users' movements around the site and to gather demographic information about our User base as a whole; optimize our advertisements and marketing; and to enable third-party advertising companies to assist us in serving ads specific to your interests across the Internet and; to improve our services, website and mobile-website-version. We may receive reports based on the use of these technologies by these companies on an individual as well as aggregated basis.

This Cookie Policy should be read along with our Terms of Use and Privacy Policy. We may amend this Cookie Policy at any time and all changes will be made on this Web page. The changes will take effect once they have been posted on the Website here.

## What are Cookies?

Browser Cookies:

Cookies are pieces of information that a website places on your device when you visit a website. Cookies may involve the transmission of information from us to you and from you directly to us, to another party on our behalf, or to another party in accordance with its privacy policy. We may use cookies to bring together information we collect about you. You can choose to have your device warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser settings. If you turn cookies off, you won't have access to many features that make your guest experience more efficient and some of our services will not function properly. Please see the last section of this Cookies Policy for more information about how to manage or disable browser cookies. We use several categories of cookies and each performs different functions. You can learn more about cookies and their functions generally by visiting an informational website such as [allaboutcookies.org](http://allaboutcookies.org).

What categories of cookies may be used?

The type of cookies used on StartupSpider can be put into the following categories, based on the International Chamber of Commerce guide to cookie categories. These descriptions can help you determine if and how you would like to interact with our websites and other online services.

- **Necessary cookies:** These cookies are essential in order to enable you to navigate this website and use certain features. Without these strictly necessary cookies, the online services you have asked for, like shopping baskets or producing your bill at checkout, cannot be provided. We also use 'Session ID' cookie to maintain a user's session and allow data to be passed between different online forms, this cookie exists only for the duration of the user's session

- **Preferences cookies:** We (or service providers operating on our behalf) may place our preferences cookies on your device. We do not share information collected using our preferences cookies with our advertisers or other third parties. Our preferences cookies are used to remember choices you make (such as language preference, country location, or other online settings) and provide the personalized or enhanced features that you select. Our preferences cookies can be used to provide online services to you, or to prevent online services from being

offered to you if you previously indicated you did not want to receive such services. Our preferences cookies collect anonymous information. If you delete these preferences cookies, any preferences or settings you selected will not be retained for later visits. We also use analytics for website analysis to monitor and optimize the website. Cookies capture anonymous data about a user's journey and aggregate this data to analyze trends. These cookies last longer than the user's session so that we can understand whether a user is visiting us a first time or is a returning visitor. Ad tracking cookies measure the effectiveness of our online marketing campaigns. Social Media cookies allow our customers the facility to link content on the website with a user's chosen social media platform.

- **Functionality cookies:** Google maps cookie which forms part of our Traffic & Travel map functionality. This cookie allows Google maps to remember which browser you are using and what preferences you have set when you view maps. Also we support customized front-end-design for a special user experience and we use these cookies to remember changes you have made to text size, fonts and other parts of web pages that you can customize. They may also be used to provide services you have asked for such as watching a video or commenting on a blog. The information these cookies collect is anonymous and they cannot track your browsing activity on other websites.

- **Statistics cookies:** We may place our statistics cookies on your device. The information collected using our statistics cookies is used by us or for our benefit, to improve our website experience or for other statistics gathering purposes. Our statistics cookies are used to generate aggregated, anonymous information about how you and other users use this website and its features. For instance, our statistics cookies collect information about which pages on this website you visit most often, if you open or read the communications we send, and if you receive any error messages. The information collected may be used to improve users' online experience generally, to collate statistics, or customize your online experience by showing you content we think you will like. Our statistics cookies don't collect information that identifies you personally; however, if you have a registered with us, the information collected by us using our statistics cookies may be associated with your account. You can delete or manage performance cookies as instructed in the last section of this Cookie Policy.

- **Tracking cookies (Marketing or advertising cookies):** These cookies collect information about your browsing habits in order to make advertising relevant to you and your interests. Also partner with third parties to either display advertising on our Web site or to manage our advertising on other sites. They use cookies to record your visit to our Services, your opening and review of our emails, the pages you have visited, the links you have clicked, and gather information about your browsing habits and remember that you have visited a website. We or our service providers may use this information to make advertisements more relevant to you. Our third party partner may use technologies such as cookies to gather information about your activities on this site and other sites in order to provide you advertising based upon your browsing activities and interests. You can decide: If you wish to not have this information used for the purpose of serving you interest-based ads, you may opt-out by manage this type of cookie in the privacy settings on the web browser you are using. Please note this does not opt you out of being served ads. You will continue to receive generic ads online but they may not be tailored to your interests.

- **Third-party cookies:** Please note that third parties (including for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies on our Service. The following third party services are those we use for analytics and advertising. We suggest that you check the respective data policies for these external services to help you understand what data these organizations hold about you and what they do with it.

- Google AdWords
- Google Analytics
- Google forms service

**Disabling/Enabling cookies via your browser**

There are a number of ways for you to manage cookies and other tracking technologies. Through your browser settings, you can accept or decline cookies or set your browser to prompt you before accepting a cookie from the websites you visit. You should be aware that you may not be able to use all our interactive features if you set your browser to disable cookies entirely.

If you use different computers in different locations you will need to ensure that each browser is adjusted to suit your preferences.

You can delete any cookies that have been installed in the cookie folder of your browser. The various browsers provide different procedures to manage your settings. If you don't know how to manage your settings it may help if you select "Cookies" in the "Help" function for information on where to find your cookie folder. It may not be possible for you to selectively opt out of all third-party advertising cookies placed on our website. You should also be aware that disabling cookies does not disable other types of analytics products which we may use to collect generic information about how you and other visitors use our website.

If you are located in the European Union, you may renew or change your cookie consent.

**Do Not Track Signals**

We do not respond to the "Do Not Track" signal that may be activated on your browser. There is no uniform or consistent standard or definition for responding to, processing, or communicating Do Not Track signals. For more information on Do Not Track signals, see all about do not track.

**Contact us**

If you have any questions about this Cookie Policy or the Service, please contact us via email [security@startupspider.com](mailto:security@startupspider.com)

# Campaign Terms

Welcome to StartupSpider! By using this Site (including the underlying platform) and the Services, in addition to any Additional Policies applicable to any particular features, content and functionality of the Services (incorporated into the Terms by reference), offered by StartupSpider, Inc., Users agree to be bound by these Terms. Keep in mind StartupSpider acts as a portal and just connects Crowdfunding platforms. For Terms and definition related to this part please refer to the connected Crowdfunding platform you are interested to invest in, explicitly the campaign terms depend on the connected platform.

Some general definitions (1) and campaign terms (2) are described below (they may slightly vary per connected Crowdfunding platform).

## 1. Definitions

"Accelerator": entities focused on helping entrepreneurs grow new business concepts.

"Accelerators": offer fixed-term, cohort-based programs, often including professional advice and guidance, that culminate in a public pitch event or demo day.

"Accredited Investor": an investor who meets specific income (value may depend on jurisdiction of the investor or the location of the Crowdfunding platform) and net worth criteria, allowing him or her to invest in startups and other high-risk private company securities.

"Acquisition": the process through which one company obtains ownership of another entity's stock, equity interests, or assets.

"Angel Investor": a single individual (as opposed to a firm) who provides his or her personal capital to fund a startup company.

"Bridge Loan": a loan which is designed to "bridge the gap" between institutional investment rounds.

"Buyout": when a purchaser gets controlling interest in a company after he buys the requisite number of shares.

"Campaign Owners": are those Users who raise funds through the Site and Services; Some Crowdfunding platforms use also the term Project Owner or Investee.

"Campaigns": are Campaign Owners' fundraising campaigns through the Services; Some Crowdfunding platforms use also the term Project.

"Cap": a valuation ceiling that exists in a convertible debt deal.

"Cap Table": a detailed spreadsheet that outlines all the stockowners of a company and the terms at which they have invested.

"Carry/Carried Interest": profits that a VC is entitled to after returning principal and interest to investors. This can vary.

"Closing": the final event to complete an investment, when all the legal documents are signed and the funds are transferred.

“Common Stock”: the type of stock generally issued to company employees. This class of stock (shares) generally has the least amount of rights and privileges. Common stock is a lower class of stock than preferred stock.

“Content” refers to all software, technology, designs, materials, information, communications, text, graphics, links, electronic art, animations, illustrations, artwork, audio clips, video clips, photos, images, reviews, ideas, the products, the site and other data or copyright protected materials or content, including, without limitation, the selection and arrangements thereof offered through the Services or the StartupSpider users or the connected Crowdfunding platforms;

"Contributors" refers to those Users contributing funds to Campaigns;

"Contributions" refers to funds donated to Campaigns by Contributors;

“Convertible Debt” (or “Convertible Notes”): a debt or loan that will be paid back in the future in the form of equity or company stock.

“Crowdfunding”: the process by which a large number of individuals make small monetary contributions into a single pool, ultimately funding a new venture or project.

“Debt Financing”: when a firm raises money for working capital or capital expenditures by selling bonds, bills, or notes to investors, promising to repay the debt with interest.

“Dilution”: is the reduction in the investor’s ownership percentage of a share of stock caused by the issuance of new dilutive securities.

“DMCA” refers to the Digital Millennium Copyright Act of 1998, including any amendments;

“Due Diligence”: comprehensive review or investigation of material facts in regards to an investment or transactions. (StartupSpider does not conduct Due Diligence. Please see connected Crowdfunding platform)

“Early Stage”: a period of venture capital investment that falls between seed- and late-stage deals that includes Series A and Series B financings. These companies typically have a proven concept and little revenue.

“Equity Financing”: when a company raises money by selling its shares, allowing shareholders to become partial owners of the company through the purchase of stock. Both debt and equity financing can happen independently or in conjunction with each other.

“Exit Strategy”: also called a liquidity event, this is the VC’s way of realizing a return on an investment in a company. Common types of exit strategies include initial public offerings (IPOs), strategic acquisitions, and management buyouts.

“General Partner:” an owner of a partnership who has unlimited liability and who is active in the day-to-day operations of the business.

“Incubator”: entities that advise young companies in their earlier days, most commonly before they have received a significant investment. Aside from offering the companies a physical workspace, incubators provide an array of services (as marketing help, guidance on product development, legal assistance, access to a network of investors, and pitch/presentation training) designed to finally prepare companies for growth and success.

“Infringement” refers to the unauthorized or not permitted use of copyright protected material or other intellectual property rights;

“Initial Public Offering” (IPO): marks the first moment when shares of stock are offered to the public. When this happens, the company becomes publicly traded and is subject to an entirely new array of securities regulations (among other things). This also means the company will be listed on an exchange.

“Institutional Investors”: investors represented by professional groups that invest and manage funds on the investor's behalf, including pension funds, investment funds, and mutual funds.

“Issuer”: the legal entity that develops, registers, and sells securities (shares, bonds, notes, etc.) to finance its operations.

“Late Stage”: rounds Series C and later are typically categorized as late stage.

“Leveraged Buyout” (LBO): when one company uses a significant amount of borrowed money to meet the cost of acquiring another company. Assets of the company being acquired are often used as collateral for the loans, along with the assets of the acquiring company.

“Limited Partner”: a co-owner of a business organized as limited partnership who (unlike a general partner) does not participate in the management of the firm and has limited personal liability for the firm's debts.

“Lock-up Period”: the length of time an investor must wait before selling or trading company shares after an exit.

“Marks” refers to the trademarks, service marks, and logos used and displayed throughout the Services or in any StartupSpider Content or in any connected Crowdfunding platform;

“Portfolio Company”: a company in which a venture capital firm has invested, thus, making that company part of the VC company's portfolio.

“Perks” refers to the gifts or rewards in the form of tangible items or intangible services offered by Campaign Owners to Contributors;

“PII” refers to personally-identifiable information, as that term is defined under all applicable law;

“Preferred Stock”: has a higher claim on assets and earnings than common stock. Preferred shares generally have a dividend that must be paid out before dividends to common shareholders, and the shares usually do not carry voting rights.

“Primary Investment Opportunity”: an investment opportunity that allows investors to acquire equity in an issuer through a primary transaction.

“Primary Transaction”: the acquisition of stocks (shares) or debt instruments from the issuer directly.

“Privacy Policy” refers to StartupSpider's privacy policy;

“Pro-rata Rights”: the right of investors to participate in later funding rounds so they can maintain the amount of equity they own in a company.

“Return on Investment” (ROI): the money the investor would get back from his or her initial investment.

“Risk”: the likelihood of seeing a lower return than expected, including the possibility of losing some or all of the original investment.

“Rounds of Financing”: startups raise money from venture capital firms in different rounds, typically called Series Seed, A, B, C, D, etc. Series Seed is the first round and is typically for the company to figure out the product it is building, the market it is in, and the user base. Series A is intended to help the company scale distribution or develop a business model. Series B is typically scaling the business and continuing to build traction. Funding amounts in each round generally increase.

“Secondary Investment Opportunity”: an investment opportunity that allows investors to acquire equity from an issuer through a secondary transaction.

“Secondary Transaction”: the acquisition of stocks (shares) from sources other than the issuer (employees, former employees, or investors).

“Seed Stage”: the first official round of financing, which happens relatively early on in a business’s development. At this point, the startup is looking for funds to prove its concept, and that money can be helpful in building a prototype. Depending on a variety of metrics that measure a company’s growth and development – for example, how it is acquiring and retaining customers, its revenue streams, and the amount of money it spends each month – the seed round may be followed by others.

“Services” refers to the Site, mobile applications or connected applications, other offerings and services provided on the Site;

“Site” refers to the StartupSpider website(s);

“Sophisticated Investor”: an investor who does not meet the qualifications of an accredited investor but who holds sufficient investing experience and knowledge to weigh the risks and merits of an investment opportunity. The exact criteria may vary based on jurisdiction.

“StartupSpider,” “we,” “our” or “us” refers to StartupSpider GmbH, together with its parents, subsidiaries, affiliates, agents, representatives, consultants, employees, officers, and directors;

“Syndicate”: a group of investors who invest in a startup together.

“Terms” or “Terms of Use” refers the Terms of Use, StartupSpider Privacy Policy, all applicable laws, and all conditions or policies referenced here;

“Term Sheet”: a non-binding document that details the terms and conditions of the investment. This acts as quick introduction to the investment opportunity and highlights some of the more complex legal documents that will follow.

“User,” “you,” or “your” refers to Campaign Owners, Contributors or any other visitors to the Site or users of the Services, either individually or collectively;

“User Content” refers to Content uploaded, transmitted or posted to the Services by a User, including User Content in a Campaign made available on the connected Crowdfunding platform.

“Valuation”: the value ascribed to a startup by an investor or similar.

“Venture Capital (VC)”: financing that investors provide to startup companies that are believed to have long-term growth potential but also a substantial amount of risk.

## **2. Campaign terms**

Agreement to arbitration. By agreeing to these terms, users agree to resolve disputes with StartupSpider through binding arbitration (and with very few limited exceptions, not in court), and users waive certain rights to participate in class actions (as detailed in the dispute resolution, arbitration and class action waiver in section xxii below).

StartupSpider may amend the Terms at any time in our sole discretion by posting a revised version of the Terms. Unless we make clear otherwise, access to or continued use of the Services after the effective date of the revised Terms constitutes your acceptance of the revised Terms. If we make any material change to these Terms, we will notify Users by sending an email, posting a notice through the Services, or any other appropriate place(s).

#### Additional Policies

The following policies and guidelines are incorporated into the Terms by reference.

- Risk Warnings
- Privacy Notice
- Security
- Terms of Service
- FAQ

#### **i. What Is StartupSpider?**

StartupSpider is an online platform which acts as a portal and connects Crowdfunding platforms on which additional services are provided.

Via the connected Crowdfunding platforms Users seek to raise funds for their own Campaigns and to contribute to the Campaigns of others. All provided via the connected Crowdfunding platform.

The Services provided on StartupSpider do not include the offer or sale of securities (as such term is defined in the Securities Act of 1933), and StartupSpider, Inc. is not a broker-dealer or a member of the Financial Industry Regulatory Authority.

#### **ii. Your Account and Obligations**

We grant you a limited, non-exclusive, non-transferable, and revocable license to use our Services—subject to the Terms and the following restrictions in particular:

a. You are responsible for your account. To use many of the Services, you will need to register and create an account with a username and password. You must provide us accurate and complete information, and you must update your account information as needed to keep the information accurate and complete. You may not impersonate anyone else, choose a username that may offend someone, or violate any individual's rights. If you do so, we may cancel your account. You are solely responsible for maintaining the confidentiality of your account and for all activities associated with or occurring under your account. If you suspect or discover any unauthorized use of your account, you should notify StartupSpider immediately by contacting us via [Security@StartupSpider.com](mailto:Security@StartupSpider.com). To the extent permissible under applicable law, we are not responsible for any loss or damage arising from your failure to comply with the foregoing requirements or as a result of use of your account with or without your knowledge.

b. You are responsible for your sub-account. To get access to the connected Crowdfunding platforms a user requires specific accounts per each individual Crowdfunding platform, called "sub-account". StartupSpider will use the details of the sub-account when connecting to the corresponding platform and retrieve user specific data, sourced by the specific Crowdfunding platform. Those sub-accounts have to follow the specific requirements of the specific Crowdfunding platform in addition to what is defined at StartupSpider.

c. Deleting your account. You may submit a request to delete your account by contacting us via [info@StartupSpider](mailto:info@StartupSpider), but this will not automatically delete User Content. We may need to retain certain information as required by law or as

necessary for our legitimate business purposes. All provisions of these Terms survive termination of an account, including our rights to User Content.

d. You must be 18 years old. You must be 18 years old or older to sign up for an account and use our Services. Outside of Switzerland and the European Economic Area ("EEA"), minors between the age of 13 and 18 years are only permitted to use our Services through an account owned by a parent or legal guardian where the parent has provided affirmative consent and under their direct supervision. Children under 16 residing are not permitted to access the Site or use the Services. You are responsible for any and all account activity conducted by a minor on your account.

e. Follow the law and our policies. You may not take any action that violates the law, infringes or violates anyone else's rights, or breaches any agreements or legal obligations that you have toward anyone. You may not offer any Perks that are illegal, violate any of StartupSpider's policies, rules, or guidelines, or violate any applicable law, statute, ordinance, or regulation.

f. Be truthful. Don't post information you know is false, misleading, or inaccurate. Don't do anything deceptive or fraudulent.

g. Respect the rights of others. You may not threaten, abuse, harass, defame, or engage in behavior that is libelous, tortious, obscene, profane, or invasive of another person's privacy.

h. Avoid spam and unsolicited communications. You may not distribute unsolicited or unauthorized advertising or promotional material, or any junk mail, spam, or chain letters. Don't run mail lists, listservs, or any kind of auto-responder or spam on or through the Site.

i. Respect the property of others. You may not distribute software viruses, or anything else designed to interfere with (1) the proper function of any software, hardware, or equipment on the Site or (2) the use of the Site by any other User. You may not access our Site or Services if we have prohibited you from doing so.

j. Do not engage in activities that affect the functioning of the Site. You may not bypass any measures that we have put in place to secure the Services, take actions to gain unauthorized access to any system, data, passwords, or other StartupSpider or User information or Services, reverse engineer or take apart any aspect of the Services to access any underlying information, or use any kind of software to "crawl" or "spider" any part of the Site.

k. Respect privacy. When you use the Services or create a Campaign, you may receive information about other Users, including personally-identifiable information ("PII") such as names, email addresses, and physical addresses. This information is provided for purely for the purpose of fulfilling the Perks for the applicable Campaign and other Services and may not be used for other purposes, including cross-promotional marketing, without separate, verifiable consent from the User. You will maintain records of all such verifiable consent.

### **iii. Creating and Running a Campaign**

As this is done on the connected Crowdfunding platform the terms of the corresponding Crowdfunding platforms applies.

### **iv. Legal obligations of Campaign Owners**

As this is done on the connected Crowdfunding platform the terms of the corresponding Crowdfunding platforms applies. Please remember that as a Campaign Owner, you are solely responsible for fulfilling the obligations of your Campaign and delivering Perks. If you are unable to perform on this, or any of your other legal obligations, you may be subject to legal action by Contributors.

**v. Backing a Campaign**

When a Contributor makes a Contribution to a Campaign, Contributor understands that this takes place on the connected Crowdfunding platform and not on StartupSpider. Therefore StartupSpider refuses any guarantee or similar. This is fully between the Contributor and the corresponding Crowdfunding platform.

**vi. Using StartupSpider Services**

StartupSpider provides additional services. For those the following rules and terms apply (in addition to any other Additional Policies as mentioned in the Additional Policies section above).

Some services on StartupSpider may come with a fee.

Contributor makes a Contribution to a Campaign, Contributor understands that this takes place on the connected Crowdfunding platform and not on StartupSpider. Therefore StartupSpider refuses any guarantee or similar. This is fully between the Contributor and the corresponding Crowdfunding platform.

The following rules and terms apply (in addition to any other Additional Policies as mentioned in the Additional Policies section above).

a. Voluntary Contributions. All Contributions are made voluntarily and at the sole discretion and risk of the Contributor.

b. No Guarantee. Any service which is related to other users or service provider depend on them. StartupSpider does not guarantee that Contributions will be used as promised. StartupSpider also does not endorse, guarantee, make representations, or provide warranties for or about the quality, safety, morality or legality of any Campaign, Perk or Contribution, or the truth or accuracy of User Content posted on the Services.

c. StartupSpider Credit points (not refundable). Some of the services of StartupSpider are accessible by using "StartupSpider Credit points". Those "StartupSpider Credit Points" are linked to your account and can not get transferred. They are not refundable and expire after 12 months.

d. Credit Card Charges. When you Contribute to StartupSpider Credit points or a specific service, your card will be charged the amount of the Contribution after you confirm and submit your payment information.

e. Taxes are your responsibility. Contributors are solely responsible for determining how to treat their Contributions and receipt of any Perks for tax purposes.

**vii. StartupSpider's Role**

a. We do not endorse any User Content. While StartupSpider supports connecting Crowdfunding Platforms, we only provide the Site for Users to interact. We do not pre-screen any Campaigns or endorse any User Content on our site or the connected Crowdfunding platform.

b. We may remove User Content in our discretion. If you see User Content that violates these Terms, then let us know and we may remove it. Removing content or terminating accounts is an action we take very seriously and it might take a while to investigate and determine if User Content should be removed. We do not communicate our reasons for removing or keeping User Content on the Site.

c. We do not guarantee Perks or Refunds or Investments. Campaign Owners (or the corresponding Crowdfunding platform) are solely responsible for the delivery of Perks, investments and offerings

d. We do not provide tax or legal advice to Users. Users are solely responsible for determining how the tax laws, or any other laws apply to running a Campaign, Contributing to a Campaign, or utilizing any of the Services.

e. We do not become involved in legal disputes between Users or third parties. Though we may facilitate discussions between Users who have disputes with each other, StartupSpider takes no responsibility and does not have any liability for any disputes or violations of agreements between any Users, including between Campaign Owners and Contributors or Campaign Owners and any third parties.

f. You are responsible for your Campaigns, even if you engage our help. StartupSpider may offer services to Users or helping in certain aspects. Even if we help with your Campaign, Campaign Owners remain solely responsible for the Campaign and must comply with all obligations herein as being the only responsible party for the Campaign.

#### **viii. Fees and Taxes**

a. Service Fees. There are no fees for creating an account on the Site. The Service Fees (e.g. Membership fee for active members or the fees for specific Customer services) are effective on the date that the Service Fees are posted.

b. Taxes. Tax authorities may classify Contributions as taxable income to the Campaign Owner and any beneficiary who will receive funds directly from the applicable Campaign. This takes place on the connected Crowdfunding platform and StartupSpider is not involved. StartupSpider is unable to provide any User or third party with tax advice and suggests that such Users or third parties should consult tax advisors of their choice.

#### **ix. Our Intellectual Property**

a. StartupSpider Intellectual Property. StartupSpider's Services, Content and Marks, are legally protected in a number of ways, including copyright, trademark, service marks, patents, trade secrets, and other international intellectual property laws. You agree to respect all copyright and other legal notices, information, and restrictions contained in any StartupSpider Content, Services, or Marks accessed through the Site or the Services. You agree not to change, translate, or otherwise create derivative works of the Services.

b. Limited User Rights; License to StartupSpider Content. StartupSpider grants you a limited license to access and use User Content and StartupSpider Content, solely for use of the Services (the license is worldwide, non-exclusive, non-sublicensable, non-transferable license), in accordance with these Terms. You may not reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, create derivative works of, license, or otherwise transfer or use any User Content or StartupSpider Content unless we give you explicit permission to do so. User Content and StartupSpider Content (or content via the connected Crowdfunding platform) is licensed, and not sold to you. We reserve the right to revoke this license to access and use User Content and StartupSpider Content granted to you at any time.

#### **x. Your Intellectual Property**

Your User Content remains your property and is protected, without limitation, pursuant to Switzerland and foreign copyright laws and other intellectual property laws. When you submit User Content to the Site or via the Services, you agree to the following terms:

a. You allow us to use User Content. You grant us a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, sublicensable, transferable, right to use, exercise, commercialize, and exploit the copyright, publicity, trademark, and database rights with respect to User Content.

b. We can make changes to or delete User Content. You grant us the right to make changes, edits, modifications, translations, formatting, or otherwise change or

delete any User Content.

c. You have all legal rights to User Content. You represent and warrant that: (1) you have all licenses, rights, consents, and permissions necessary to grant the rights set forth in these Terms to StartupSpider with respect to your User Content; (2) your User Content does not and will not infringe any third party's intellectual property rights, proprietary rights, privacy rights, confidentiality, rights of publicity or otherwise violate these Terms or applicable law; and (3) we shall not need to obtain any licenses, rights, consents, or permissions from, or make any payments to, any third party for any use of your User Content or have any liability to a User or any other party as a result of any use or exploitation of your User Content.

#### **xi. How to report Copyright and covered other Intellectual Property issues**

We take intellectual property rights very seriously. Please contact us via [security@StartupSpider.com](mailto:security@StartupSpider.com)

#### **xii. StartupSpider's Rights Concerning User Accounts; Termination**

a. We have the right to monitor, terminate, suspend, or delete any User Account at any time for any reason, or no reason. It is our policy not to comment on any reasons for termination and we have no obligation to provide you with a reason for termination.

b. We will not have any liability to you or third parties for any use of the Services associated with your account or Campaign. Upon termination, you must cease all use of the Services and User Content. All representations and warranties shall survive termination.

#### **xiii. Payment Services**

a. Credit card payment processing services are provided by 3rd party provider. As a condition to StartupSpider enabling credit card payment processing services through 3rd party provider, you agree to provide StartupSpider accurate and complete information about you and your business, and you authorize StartupSpider to share any such information with 3rd party provider, as well as transaction information related to your use of the payment processing services provided by 3rd party provider. In all cases, standard credit card or other third party processing fees apply in addition to any Service Fees. We are not responsible for the performance of any third party credit card processing or third party payment services.

#### **xiv. System Outages and Maintenance**

The Services may be unavailable for scheduled maintenance and other purposes, or because of unplanned outages or other malfunctions. We are not responsible if the Services are unavailable, or if you lose any data, information, or User Content for any reason.

#### **xv. Voluntary Idea Submissions**

We are always pleased to hear from our Users and welcome their comments or suggestions. However, ideas that you submit might be similar or even identical to a submission received by us or another User. When we refer to a 'submission' in this paragraph, we mean: any submission, comment, or suggestion (including, but not limited to, ideas, products, or services, know-how, concepts, and suggested changes) sent to us via the Site or any other manner about an existing product or service on, or a feature of, or a proposed addition to, the StartupSpider platform ("Voluntary Idea Submission"). If you send us a Voluntary Idea Submissions, you agree as follows:

a. All such Voluntary Idea Submissions are non-confidential and non-proprietary and will be treated as non-confidential and non-proprietary; Users should not send confidential or proprietary Unsolicited Idea Submissions to us via the Services or through other means such as email;

b. By submitting an Voluntary Idea Submission, you hereby grant StartupSpider a perpetual, irrevocable, worldwide, non-exclusive, royalty- free, sublicenseable and transferable license to use, reproduce, distribute, sell, exploit, prepare derivative works of and display the Unsolicited Idea Submission in connection with the Services, and for StartupSpider's (and its successor's) business, including without limitation, for promoting and redistributing part or all of the Volunteer Idea Submission (and derivative works thereof) in any media formats and through any media channels whether now known or hereafter developed, without payment or accounting to the User providing the Volunteer Idea Submission or others; and

c. While we appreciate your ideas, we are under no obligation to evaluate, reward, review, or use any Voluntary Idea Submission.

#### **xvi. Indemnity**

a. You agree to defend, indemnify and hold harmless StartupSpider, its subsidiaries and affiliated companies, and their officers, directors, employees, partners, contractors, representatives, agents, and third party providers from and against any and all claims, causes of action, damages, obligations, losses, liabilities, costs or debt, and expenses (including reasonable attorneys' fees and costs) and all amounts paid in settlement arising from or relating to, breach of these Terms (including, but not limited to StartupSpider-Services or investment activities performed on the connected Crowdfunding platform (including, but not limited to failure to fulfill a Perk, investments or refund a contribution) or violation of any laws. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter for which you have agreed to indemnify us and you agree to assist and cooperate with us as reasonably required in the defense or settlement of any such matters.

#### **xvii. No Warranty**

StartupSpider has no fiduciary duty to any user. The services, content, user content and any other materials made available for or throughout the use of the services are provided on "as is" and "as available" basis without any warranties of any kind, express or implied, including, without limitation, implied warranties of merchantability of fitness for a particular purpose, non-infringement or course of performance. To the fullest extent permissible pursuant to applicable law, StartupSpider and its affiliates, licensors, suppliers, connected crowdfunding platforms, advertisers, sponsors and agents, disclaim all warranties, express or implied, including without limitation, implied warranties of title, non-infringement, accuracy, merchantability and fitness for a particular purpose and any warranties that may arise from course of dealing, course of performance or usage of trade. StartupSpider and its affiliates, affiliates, licensors, suppliers, connected crowdfunding platforms, advertisers, sponsors and agents do not warrant that your use of the services will be uninterrupted, error-free or secure, that defects will be corrected, or that the services or the server(s) on which the services are hosted, or any services available on any 3rd party platform are free of viruses or other harmful components. No opinion advise or statement of StartupSpider or its affiliates, licensors, suppliers, advertisers, sponsors, agents, member or visitors, connected Crowdfunding platform, user of StartupSpider whether made through the use of the services, or on the 3rd part platforms or otherwise, shall create any warranty. Your use of the services, including without limitation any services provided on any 3rd party platform, are entirely at your own risk.

#### **xviii. Disclaimer of Liability**

a. Use the Services at your own risk. We make no qualification about the quality, safety, morality or legality of any Campaign, Perk or Contribution or the truth or accuracy of User Content or customer comments posted on the Services. We do not guarantee the fulfillment or the performance of any Perks, or that Contributions will be used as described in the Campaign. We do not control or endorse User Content posted on the Site or via the connected Crowdfunding

platforms or in any Services and, as such, do not guarantee in any manner the reliability, validity, accuracy or truthfulness of such User Content. StartupSpider is not liable for any damages or losses related to your use of the Services. We do not become involved in disputes between Users, or between Users and any third party relating to the use of the Services.

b. You release us from all claims. When you use the Services, you release StartupSpider (and the connected Crowdfunding platforms) from claims, damages, and demands of every kind - known or unknown, suspected or unsuspected, disclosed or undisclosed - arising out of or in any way related to such disputes and the Services. All Content that you access or use through the Services is entirely at your own risk and you are solely responsible for any resulting damage or loss to any party. 7

c. You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Services and user content, and any contact you have with other users or 3rd parties, whether in person or online, remains with you. Neither StartupSpider or any other party involved in creating, producing, funding or delivering the services will be liable (whether based on warranty, contract, tort (including negligence), product liability or any other legal theory and whether or not StartupSpider has been informed of the possibility of such damage, even if a limited remedy set forth herein is found or have failed or tis essential purpose) for (A) and incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill; (B) service interruption, computer damage or system failure; (C) the cost of substitute products or services; (D) any damages for personal or bodily injury or emotional distress arising out of or in connection with these terms; (E) the use of or inability to use the services; (F) any communications or other interactions with other users or other persons with whom you communicate or interact as a result of your use of the services; or (G) your campaigns or contributions or use of StartupSpider-Services or contributions.

In no event shall the liability (total / aggregated) of StartupSpider, connected Crowdfunding platforms, StartupSpider affiliates and subsidiaries, and their respective officers, directors, employees and agents, arising from or relating to the terms, services, or user content, or from the use of or inability to use the services exceed the total amount of fees actually paid to StartupSpider (or the connected Crowdfunding platform) by you hereunder, or one hundred EUR if no such payments have been made, as applicable.

#### **xix. Disclaimer**

StartupSpider does not offer investment advice or analysis, nor does it endorse or recommend investments in any company or the suitability of an investment for any particular investor. StartupSpider is not registered as a broker-dealer or financial or investment advisor and does not provide any services requiring such registration. StartupSpider makes no representation or warrant as to the adequacy, accuracy or completeness of information found anywhere on its website. Any opinions or forecasts expressed herein are only StartupSpider's (or StartupSpider customer) and are not intended as investment advice and are subject to change without notice. Information on any of StartupSpider's websites (or connected Crowdfunding platform) associated with an issuer offering securities are not a solicitation of an offer to buy or an offer to sell any securities.

StartupSpider may choose to compensate outside sources to help market StartupSpider's business and services. Compensation to such parties will not be based on the success or size of any transaction.

The posting of information on any of the StartupSpider Website (or underlying application) regarding any company should not be construed as an endorsement or recommendation of that company for any purpose whatsoever. Information posed on any of the StartupSpider Website (or underlying application) does not

take into account the investment objectives, financial situation or needs of any particular investor, and each investor should consider whether any investment opportunity is appropriate given their investment objectives and current financial circumstances. Any person considering any investment whatsoever is encouraged to consult with their own investment or financial advisor, tax advisor and/or attorney beforehand.

All investments entail risk. The companies on the StartupSpider Website (or underlying application) are generally small or early stage companies and are subject to risks inherent in investing in any small or early stage company, as well as other risks specific to their business and operations. In addition, securities of these companies may be highly illiquid, requiring that they be held for an indefinite period of time or have a limited market for resale. Therefore, no one should invest in any of these companies unless they have no need for liquidity of their investment and can sustain a total loss of their investment. You should only invest an amount of money that you can afford to lose without changing your lifestyle.

You should thoroughly review the complete offering materials for any investment opportunity, particularly all risk factors, prior to investing in any offering and become familiar with the investor requirements, investment limits and your ability to resell the investment.

By accessing any part of our Website (or underlying application), you agree to be bound by the Terms of Use and Privacy Policy. Copyright © 2019 StartupSpider GmbH. All rights reserved

#### **xx. Waiver and Release**

For Users in a jurisdiction that requires a specific statement regarding waiver and release then the following applies. For example, California residents must, as a condition of this Agreement, waive the applicability of California Civil Code Section 1542 for unknown claims which states: "A general release does not extend to claim which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her much have materially affected his or her settlement with the dector". You waive this section of the California Civil Code and any similar provision in law, regulation or code that has the same effect or intent as the foregoing release.

#### **xxi. Legal Disputes Not Subject to Arbitration Will Be Handled In Switzerland and Subject to Swiss Law.**

StartupSpider is based in Jonen, Switzerland, so for any actions not subject to arbitration, you and StartupSpider agree to submit to the personal jurisdiction of a state court located in Switzerland. The Terms and the relationship between you and StartupSpider shall be governed in all respects by the laws of the State of Switzerland, without regard to its conflict of law provisions.

#### **xxii. Dispute Resolution, Arbitration and Class Action Waiver**

Please read this section carefully. It affects your legal rights, including your rights to file a lawsuit in court.

We encourage you to contact us if you have an issue, as most issues can be resolved without the involvement of a court or arbitrator. If negotiations do not resolve any disputes relating to your use of StartupSpider or these Terms, you and we agree to submit the dispute to arbitration. The only exceptions to arbitration are (1) for intellectual property claims alleging misuse, Infringement, or misappropriation of intellectual property; (2) for claims falling within the jurisdiction of small claims court; and (3) where you have opted out of arbitration in accordance with these Terms.

This arbitration must be administered by a Swiss "Justice of the Peace" (Friedensrichter). Judgment on the arbitration award may be entered in any court with jurisdiction. Arbitrations may only take place on an individual basis. No class arbitrations or other grouping of parties is allowed. By agreeing to these terms you are waiving your right to trial by jury or to participate in a class action or representative proceeding; we are also waiving these rights. If this prohibition of

class arbitrations or other grouping of parties is deemed unenforceable, then this entire "Dispute Resolution, Arbitration and Class Action Waiver" shall be deemed void and severed from the Terms. We follow Swiss "Justice of the Peace" Standards. Among other things, this means that if you initiate an arbitration against us, you will be required to pay a filing fee, and StartupSpider will pay for the other fees, including arbitrator fees. You are responsible for your own attorneys' fees unless law provide otherwise. It also means that the arbitration will be held in Switzerland. If you do not live in Switzerland, however, you agree to initiate Justice of the Peace in Switzerland. If any portion of these terms do not follow that standard, that portion is severed from these terms.

To file an arbitration, you must: (a) submit a Demand for Arbitration to a Justice of the Peace in Switzerland; and (b) send one copy of the Demand for Arbitration to StartupSpider Pilatusstrasse 12, 8916 Jönen Switzerland.

You can opt-out of the arbitration and class action waiver provisions set forth above by sending an email (from your registered email address on StartupSpider) letting us know that you are opting out by contacting us (via email at security@StartupSpider.com) with the subject line, "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT" within thirty (30) days of your first use of the Site, or the Effective Date of the first Terms of Use containing an arbitration and class action waiver provision, whichever is later. Otherwise, you agree to arbitrate. If you opt-out of the arbitration and class action waiver provisions set forth above, we will not be subject to them either with respect to any disputes with you.

StartupSpider will provide thirty (30) days' notice of any changes to this section by updating these Terms, sending you a message, or otherwise notifying you when you are logged into your account. Amendments will become effective thirty (30) days after they have been posted the Site or sent to you. Changes to this section will otherwise apply prospectively only to claims arising after the thirtieth (30th) day. If a court or arbitrator decides that this paragraph is not enforceable or valid, then this subsection shall be severed from the section entitled "Dispute Resolution, Arbitration and Class Action Waiver," and the court or arbitrator shall apply the first Arbitration and Class Action Waiver section in existence after you began using the Services.

This "Dispute Resolution, Arbitration and Class Action Waiver" section shall survive any termination of your account, these Terms, or the Services.

#### xxiii. Full Agreement Between You and Us

These Terms are the entire agreement between You and StartupSpider with respect to the Services (StatupSpider services or the connected Crowdfunding platform). They supersede all other communications and proposals (whether oral, written, or electronic) between you and StartupSpider with respect to the Services and govern our relationship. If any provision of these Terms are deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. StartupSpider's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

#### xxiv. Miscellaneous

We may modify or discontinue the Services at any time, in our sole discretion. You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms. No waiver of any provision of these Terms shall be deemed a further or continuing waiver of such term or any other term, and StartupSpider's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. You agree that regardless of any statute or law to the contrary, any claim arising out of or related to the Services, whether brought in arbitration or before a court of law, must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.



# Terms of Service Cyber Security & Digital Resilience

StartupSpider takes cyber security and digital resilience very seriously. We understand that our users always expect our services to be available and their data to be kept secure. We work hard to manage security risks and stay ahead of possible threats by maintaining focus on the following areas:

## **1. Secure code development**

We are committed to best practices for secure software development. Our code is developed with OWASP Top 10 in mind and reviewed with automatic tools.

## **2. Data encryption**

We use HTTPS by default to protect information that our users transmit throughout the platform, in accordance with industry standards.

## **3. Availability and digital resilience**

We have a high-availability solution that protects our infrastructure against Distributed Denial of Service (DDoS) attacks. Additionally, our services use a Web Application Firewall (WAF) that protects the platform from malicious activities that could compromise our data.

The Services may be unavailable for scheduled maintenance and other purposes, or because of unplanned outages or other malfunctions. We are not responsible if the Services are unavailable or if you lose any data, information or User Content for any reason.

## **4. Authentication**

To use many of the Services, you will need to register and create an account with a username and password. You must provide us accurate and complete information and you must update your account information as needed to keep the information accurate and complete. You may not impersonate anyone else, choose a username that may offend someone, or violate any individual's rights. If you do so, we may cancel your account. You are solely responsible for maintaining the confidentiality of your account and for all activities associated with or occurring under your account. If you suspect or discover any unauthorized use of your account, you should notify StartupSpider immediately by contacting us. To the extent permissible under applicable law, we are not responsible for any loss or damage arising from your failure to comply with the foregoing requirements or as a result of use of your account with or without your knowledge.

## **5. Third party security**

Like many businesses, we use certain third-parties to support the services we provide to our users. We ensure that third parties are properly assessed in line with our security, outsourcing and data residency policies and procedures and reviewed on a regular basis.

For the connected Crowdfunding platforms, we cannot take responsibility.

## **6. Incident and vulnerability reporting**

We strive to implement high standard of cyber security and digital resilience, but incidents or vulnerabilities may occur. If you would like to report or provide feedback on any issue please contact our Information Security Director on [security@StartupSpider.com](mailto:security@StartupSpider.com). We treat any such report or feedback as high priority and will address them as soon as possible.

**7. Payment security**

When you make a payment using StartupSpider, we use a third-party provider.

**8. Industry collaboration**

We work closely with other peers and organizations that meet industry standards, to improve our cyber security and digital resilience. We often take part in security forums, conferences and private discussion groups to stay ahead of threats to our business.

**9. Human resources security**

StartupSpider employees receive security awareness training on an ongoing basis and are required to adhere to our information security procedures. Any incidents of non-compliance are dealt with by our Information Security Director or by the CTO, who has full access to the StartupSpider Board.