

---

## WEBSITE (TERMS OF USE)

Last Updated: 28 March 2021

---

This page (together with any documents it refers to) details the Terms and Conditions of Use (the “**Terms**”) on which you may make use of our website, simple.capital (the “**Website**”). Please read these Terms carefully before you use our Website. By using our Website, you acknowledge and agree that you accept these Terms and that you will abide by them. If you do not agree to the Terms, please do not use our Website.

### 1. Information About simple.Capital()

- 1.1. simple.Capital() is a private company registered in England and Wales at Companies House under the name simple.Capital Partners Limited (“**we**”, “**us**”, “**our**”, and/or “**simple.Capital()**”), with registered office at Bank House, 81 St Judes Road, Englefield Green, Surrey, TW20 0DF, United Kingdom and company registration number 12819071.
- 1.2. We enable private and corporate investors to invest in early-stage, hyper-growth companies through democratised processes, affordable ticket sizes and diversified portfolios to manage investment risk.
- 1.3. If you have any queries about the Website or any information contained on it, please contact us via email at [info@simplecapitalpartners.com](mailto:info@simplecapitalpartners.com)

### 2. Accessing Our Website

- 2.1. Access to our Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Website without notice to you. We may from time to time restrict access to some or all of our Website. We will not be liable if for any reason our Website is unavailable at any time or for any period.
- 2.2. If you breach these Terms, your permission to use the Website shall immediately terminate and you must immediately destroy any downloaded or printed extracts obtained from the Website.
- 2.3. You are responsible for making all arrangements necessary for you to have access to our Website.
- 2.4. By accessing our Website any person using your computer agrees to be bound by these Terms. You are responsible for ensuring that all persons who access our Website through your internet connection and on your computer are aware of these Terms and that they comply with them. You are also responsible for the use of our Website by any person using your computer.

### 3. Disclaimer

- 3.1. Nothing on this Website is intended, nor should it be taken, to create any legal or contractual relationship. Any transmission, downloading or sending of any information from the Website does not create any contractual relationship. The content of 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. All content is designed for information purposes only. Neither the information nor any opinions stated in the Website constitutes a solicitation, offer or advice by simple.Capital() and should not be relied on when making any investment decisions or taking any action of any kind.
- 3.2. We make no warranty or representation (whether express 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 complete and accurate. We accept no liability for any disruption or non-availability of the Website resulting from external causes
- 3.3. Nothing in this Website may be published in the media or elsewhere without the express permission of simple.Capital().
- 3.4. simple.Capital() does not provide or offer legal, investment or tax advice. Clients and viewers of this Website are encouraged to consult their own legal, investment and tax advisers before making any investment decision. Private companies in all jurisdictions and potential investors should take independent legal and taxation and investment advice before proceeding with any type of fund raising activity.
- 3.5. Any opinions are subject to change without notice and we are under no obligation to report or keep information accurate.

### 4. Intellectual Property Rights

- 4.1. This Website, its contents, any materials downloaded from it, and all intellectual property pertaining to or contained on the Website (including but not limited to copyrights, patents, database rights, graphics, designs,

text, logos and trademarks) are owned by or licensed to us and/or from third parties and all rights, title and interest in them shall remain the property of simple.Capital() and/or such third parties (collectively, the “Content”).

- 4.2. The Content is protected by copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.
- 4.3. You are permitted to print copies and download extracts of the Content for personal use and information purposes only, and may draw the attention of others within your organisation to material posted on the Website, subject to the following conditions:
  - 4.3.1. our status (and that of any identified contributors) as the authors of material on our Website must always be acknowledged and credited;
  - 4.3.2. you must not modify in any way the paper or digital copies of any materials you have printed or downloaded, and you must not use any illustrations, photographs, video or audio sequences or graphics separately from any accompanying text;
  - 4.3.3. you must not duplicate, copy, publish, modify, create derivative works from, participate in the transfer of, post on the internet, or in any way distribute, redistribute or exploit the Website, or any portion of the Website, for any public or commercial use without our express prior written consent;
  - 4.3.4. you must not otherwise use any part of the Website in contravention of these Terms.
- 4.4. If you print, copy or download any part of the Website in breach of these Terms, your right to use the Website will cease immediately and you must, at our option, return to us or destroy any copies of the materials you have made.

## **5. Unlawful or Prohibited Use**

- 5.1. We will not be liable for any loss or damage caused by any viruses, trojans, worms, logic bombs or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material as a result of your use of our Website or your downloading of any material posted on it, or on any website linked to it.
- 5.2. You must not misuse our Website by knowingly or recklessly introducing viruses, trojans, worms, logic bombs or any other material which is or may be malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of service attack.
- 5.3. Any such unauthorised use of our Website may give rise to a claim for damages and/or be a criminal offence. We will report any such activity to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately and without further notice to you.

## **6. Privacy**

- 6.1. Our Privacy Policy applies to use of our Website, and its terms are incorporated by reference.
- 6.2. Additionally, by using our Website, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send to our Website may be read or intercepted by others, notwithstanding our efforts to protect such transmissions. We are not responsible for any messages which are lost, altered by third parties or intercepted and we will not be liable to you or anyone else for any damages or otherwise in connection with any message sent by you to us or by us to you via the internet.

## **7. Exclusion of Liability**

- 7.1. To the extent permitted by law, we and third parties connected to us hereby expressly exclude:
  - 7.1.1. all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
  - 7.1.2. any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Website or in connection with the use, inability to use, or results of the use of our Website, any websites linked to it and any materials posted on it, including: (i) loss of income or revenue; (ii) loss of business; (iii) loss of profits or contracts; (iv) loss of anticipated savings; (v) loss of data; (vi) loss of goodwill; (vii) wasted management or office time; and (viii) any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.
  - 7.1.3. In jurisdictions which do not allow the exclusion or limitations of certain types of liability, our liability will be limited to the maximum extent permitted by law.

7.2. Nothing in these Terms limits or excludes our liability for death or personal injury arising from our negligence or any other liability which cannot be excluded or limited under applicable law.

## **8. Indemnity**

8.1. By using our Website, you agree to indemnify and hold us harmless from and against any and all losses, claims, damages, costs and expenses (including reasonable legal and accounting fees) that we may become obliged to pay, arising or resulting from your use of our Website, the Content, or your breach of these Terms. We reserve the right to assume or participate, at your expense, in the investigation, settlement and defence of any such action or claim.

## **9. Links to Third Party Websites**

9.1. Our Website may contain links to websites and resources maintained by third parties. These links are provided for information purposes only. We have no control over the contents of those websites and resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. We are not responsible for the content, availability or privacy policies of those sites, and the existence of such links should not be considered an endorsement or recommendation of those sites or of any product or service offered on those sites or of any party that is associated with those sites.

9.2. Please note that other websites and resources linked to on our Website may be governed by separate terms and conditions, including separate privacy policies. You should refer to the applicable terms and conditions of those websites and resources before using them and you should direct any questions or comments about the linked website or resource to the appropriate website provider.

## **10. Linking to Our Website**

10.1. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

10.2. You must not establish a link from any website that is not owned by you.

10.3. Our Website must not be framed on any other website, nor may you create a link to any part of our Website other than the home page. We reserve the right to withdraw linking permission without notice.

10.4. If you wish to make any use of material on our Website other than that set out above, please address your request to [info@simplecapitalpartners.com](mailto:info@simplecapitalpartners.com).

## **11. Revisions**

11.1. We may revise these Terms at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are binding on you. Some of the provisions contained in these Terms may also be superseded by provisions or notices published elsewhere on our Website.

## **12. Jurisdiction and Applicable Law**

12.1. The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, these Terms. We retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

12.2. These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

## **13. Miscellaneous**

13.1. Any failure by us to exercise any rights or enforce any of these Terms shall not constitute a waiver of such rights or terms.

13.2. If any provision of these Terms or their application in a particular circumstance is held to be invalid or unenforceable to any extent, the remainder of these Terms, or the application of such provision in other circumstances, shall not be affected thereby, and each provision of these Terms shall be valid and enforced to the fullest extent permitted by law.

13.3. These Terms (together with any documents referred to in them) constitute the entire agreement between you and simple.Capital() with regard to your use of our Website, and any and all other written or oral agreements or understandings previously existing between you and us, with respect to such use are superseded and cancelled.

## **14. Comments & Questions**

14.1. If you have any comments or questions about our Website, please contact us at [info@simplecapitalpartners.com](mailto:info@simplecapitalpartners.com).