

# Terms of Service

## Application of Terms

This document covers the terms of the use (“Terms of Use”) of the website accessed at [www.vestbee.com](http://www.vestbee.com), including any subdomain thereof (the “Website”).

By accessing or using the Website, You (the “User” or “You”) signify that You have read, understand and agree to be bound by these Terms of Use, regardless of whether You have become a registered user of the Website.

The terms and conditions of Your use of this Website are set out in this document to govern the technical use of the Website. They set out the substantive terms that govern Your relationship with Us when You use Our Website. These Terms of Use are separate, distinct and apart from any other agreements You may enter into when you use this Website.

## Ownership of the Website

The Website is operated by Vestbee, a Limited Company formed according to the laws of Poland

## Use of the Website

The material presented in this Website is intended to be for information only. It does not in any way, manner, shape or form, constitute an offer of

any product, security or investment related service nor does it constitute a solicitation of investment. All terms of the product, security or investment related service have to be agreed between the Parties prior to the cooperation. That also relates to the benefits presented on the startup accounts at [app.vestbee.com](http://app.vestbee.com) in the “Discounts” section and to the benefits listed on the [www.vestbee.com](http://www.vestbee.com) website - they do not constitute an offer and they are only viable after meeting Partners’ Company criteria to use the benefit, product or service.

The products and services Our affiliates and partner companies provide are available only to sophisticated investors who have sufficient knowledge, understanding required to enter into investment and financial transactions and who represent they are capable, willing and prepared to assume the risks of financial loss that are inherent in such transactions. Furthermore, the legal and regulatory protections in the jurisdiction in which You are resident might not be available to You to the extent they would be available if Our affiliates were regulated in Your jurisdiction. By using this Website you agree that You have been made aware of and understand that Your ability to seek legal recourse against Us and Our affiliates and partner companies may be limited.

We strongly advise all Users to consult their own independent financial advisors and to do their own independent investigation prior to making any investment transaction. We also strongly advise all Users to diversify their investment portfolios.

This Website is intended solely for Users who, if they are a natural person, are eighteen (18) years of age or older and who are capable to make their own investment decisions. Any registration by, use of or access to the Website by any natural person under 18 or not experienced and capable to make their own investment decisions is unauthorized, unlicensed and in violation of these Terms of Use. By using the Website, you represent and warrant that, if you are a natural person, you are 18 or older and that you agree to and will abide by all of the terms and conditions of these Terms of Use. If you violate any of these Terms of Use, or otherwise violate an agreement between you and us, We may terminate your membership, delete your profile and any content or information that you have posted on the Website and/or prohibit you from using or accessing the Service or the Website (or any portion, aspect or feature of the Service or the Website).

During the course of your visit to our Website, you may decide to enter into transactions and agreements with companies whose products are presented on this Website (hereafter, "Agreements"). You understand and agree regardless of whether or not We are affiliated with the companies whose information is present on this Website that Agreements are entirely separate from the Website Terms of Use. If you decide to enter into any Agreement you agree that the terms and conditions specified in the Agreement form an agreement separate and apart from this Agreement. You agree that you will not hold Us liable for any losses you incur as a result of your decision to enter into one or more Agreements.

If you decide to transact business with any of Our Subsidiaries or Partner Companies, You agree that the terms and conditions set forth in any Agreements with Our Subsidiaries are separate agreements and do not form part of this Agreement. To the extent there may be differences or conflicts between the Terms of Use governing the use of the Website and the terms and conditions of the relevant Agreement, at all times the Agreement terms will prevail with respect to any transaction You enter into. Furthermore, You understand that unless otherwise specified, We are not a party to any agreement to entered into by Our subsidiary and therefore Your legal recourse to Us may be limited.

During the course of Your use of the Website, You may choose to become a registered user of the Website. When You agree to become a registered user you agree that We may transmit data You have provided to certain of Our Subsidiaries, affiliates and partner companies. We will only use data You provide in accordance with applicable law and regulation. For more information about Our data and privacy protection policies please read the document describing our Data and Privacy Protection Policies.

During the course of Your use of the Website You may wish to become a registered user or You make wish an investment, purchase a product or service, apply to raise capital or express Your interest in entering into a business relationship with one or more of Our affiliates or subsidiaries or partner companies who provide information via this Website. You agree that, at all times, you will present information that we may rely on in full as being true and valid. You agree that you will reasonably provide information we may require so as to verify the validity of information you provide.

The Website Terms of Use will continue to apply to You even after You have agreed to any Agreement. However, if it turns out that there is a

conflict between the Website Terms of Use and any Agreement You agree that the Agreement will take precedence.

The Website is intended for use only by individuals who judge themselves to have sufficient skill, knowledge and expertise to understand the risks of investing in the types of products presented on the Website. If, during the course of using this Website to decide to enter into any Agreement You will be required to represent that you understand the relevant risks and that you are qualified by reason your level of income or Your overall level of wealth or Your level of skill and experience making investments that You understand the risks and you are not relying only the information contained in this Website to make your investment decisions.

We reserve all rights and privileges to limit or prohibit any individual's access to this Website at any time in Our sole discretion, with or without notice, including without limitation if We believes that You are under 18 or otherwise not qualified to invest in the products presented on this Website.

We may also prohibit or limit access to this Website for Users that use the website improperly, especially for Users creating programs in the "Programs" section at [app.vestbee.com](http://app.vestbee.com) that are not targeting or in any other way relating to startups or business founders. In such cases we may permanently delete all the information provided by such Users on Our Website.

We do not guarantee the accuracy of any content provided by Users, our affiliates or other third parties. Although we provide rules for User conduct and postings, we do not control and are not responsible for what Users post on the Website.

Neither We nor our affiliates nor Our Subsidiaries guarantee investment performance or return of capital. We do not promise any specific results from use of the Website.

The Website may be temporarily unavailable from time to time for maintenance or other reasons. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User communications. We are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or

traffic congestion on the Internet or on the Website or combination thereof, including injury or damage to Users or to any other person's computer related to or resulting from participating or downloading materials in connection with the Web and/or in connection with the Service. Under no circumstances will the We be responsible for any loss or damage, including any loss or damage to any User Content, financial damages or lost profits, loss of business, or personal injury or death, resulting from anyone's use of the Website or the Service, any User Content or Third Party Content posted on or through the Website or the Service or transmitted to Users, or any interactions between Users of the Website, whether online or offline.

We reserve the right to change any and all content contained in the Website and any Services offered through the Website at any time without notice. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by the Company.

Registration on our website is open to all individuals, with both free and premium account options available. Bots are prohibited and will result in immediate banning if detected.

It is your responsibility to select appropriate identifiers, such as your email address, and to choose a strong password.

We guarantee the secure storage of your account data.

You are accountable for all activities conducted on or from your account once logged in. If access is lost or if you suspect unauthorized access, prompt reporting to us is necessary upon awareness.

We reserve the right to temporarily block accounts if there is reasonable suspicion of illegal use, violation of our Terms of Use, or compromise to the integrity of our data or services. Additionally, we may take other appropriate measures considering the circumstances.

Data scraping or excessive usage, whether by humans or bots, is prohibited and may lead to account blocking upon detection.

We retain the right to modify or restrict the number of data points or records accessible to users with free accounts without prior notice.

For organizations with multiple accounts, similar terms apply, and the organization holds responsibility for ensuring its employees' compliance with these Terms of Use.

## Paid accounts and Memberships

Our services are only for business customers.

Prices offered exclude potential expenses, taxes, or levies imposed by relevant authorities. Any deviations in price due to exchange rate fluctuations are at the risk of the User.

We reserve the right to adjust our prices at any time, with the new prices becoming applicable upon announcement. If you disagree with a proposed price change, you have the option to cancel the subscription so your account will not be billed.

Payments are to be made in advance, with invoices for the given period.

As we care about startup data security, we give access to startup profiles only for verified investors. After the payment we will verify your investor status and if approved, unlock full access to Vestbee platform with features including the possibility to contact founders. If we are unable to verify your investor status, we will either reimburse the payment or contact you for more details. It usually takes up to 1 business day.

Payments are non-refundable. The only situation when we may refund the payment is if the payment has been done by an unauthorized User or for an inappropriate usage meaning for example buying an investor Membership access by Users who don't represent a VC fund. In each such situation we will reduce the refund by 50 euros administration fee.

Failure to meet payment obligations results in automatic disabling of access to all the paid features and websites.

Complaints about services provided do not suspend payment obligations. To cease future payments Users need to cancel the subscription in their Settings section on the Website.

Paid features and memberships cannot be terminated during the term. If you cancel the subscription, the access will be disabled at the end of the current term.

Termination of your membership results in:

- Disabling access to the Companies list
- Retention of Contributions made to the Platform
- Continuation of obligations outlined in specific articles, these Terms of Use and Privacy Policy where applicable
- Liability for due payments remains.

There should be no entitlement to refunds or compensation upon early termination.

Data obtained remains subject to these Terms of Use, Privacy Policy and GDPR obligations after termination.

## Changes and Amendments to these Terms of Use

We may make changes to these Terms of Use from time to time. If We do this, We will post the changed Terms of Use on the Website and will indicate at the top of this page the date the Terms of Use were last revised. You understand and agree that your continued use of the Service or the Website after we have made any such changes constitutes your acceptance of the new Terms of Use.

## Proprietary Rights in Website Content; Limited License

All content on this Website including but not limited to designs, text, graphics, pictures, video, information, software, music, sound and other files, and their selection and arrangement (the "Website Content"), are the proprietary property of the Company, its affiliates, Subsidiaries and partner companies with all rights reserved. No Website Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the Company's prior written permission, except that the foregoing does not apply to Your own User Content (as defined below) that you legally post on the Website.

Provided that you are eligible for use of the Website, you are granted a limited license to access and use the Website and to download or print a copy of any portion of the Website Content solely for your use in connection with your use of the Website or Service, provided that you keep all copyright or other proprietary notices intact.

You may not republish Website Content on any Internet, Intranet or Extranet Website or incorporate the information in any other database or compilation, and any other use of the Website Content is strictly prohibited. We reserve the right to prosecute violations of the use of Website Content to the fullest extent of the law. Any use of the Website or the Website Content other than as specifically authorized herein, without the prior written permission of the Company, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable by Us at any time without notice and with or without cause.

Without Our prior consent, You may not:

- Use any automated means to access this Website or collect any information from the Website (including, without limitation, robots, spiders, scripts or other automatic devices or programs).
- Frame the Website, utilize framing techniques to enclose any Content or other proprietary information, place pop-up windows over this Website's pages, or otherwise affect the display of this Website's pages.
- Engage in the practices of "screen scraping," "database scraping" or any other activity with the purpose of obtaining content or other information.
- Use this Website in any manner that violates applicable law or that could damage, disable, overburden, or impair this Website or interfere with any other party's use and enjoyment of this Website.

We may terminate, disable or throttle your access to, or use of, this Website and the Services for any reason, including without limitation, if we believe that you have violated or acted inconsistently with any portion of these Terms of Use.



# Vestbee Blog Content - Sharing Policy

At Vestbee we aim to deliver unique, exceptional, and valuable content for startups and investors alongside our contributors' promotion. Our team puts a lot of effort into the whole process from content edition to its active promotion via many different channels among our Startup & VC Community. Therefore, we set up a strict policy regarding duplicated original content from the Website.

By contributing to Vestbee Blog, you equally agree to transfer the content exclusively to Vestbee and acknowledge Vestbee as the primary source of the article's content.

We kindly ask you to respect our content sharing policy and the legal framework by adhering to the following guidelines:

## **Sharing our content by 3rd party on its website:**

- Cite Vestbee as the original source and introduce us by using the following formula at the beginning of the reposted article:  
*This article [provide the link to the article] written by [name of the author, author's job title/company] was originally published at Vestbee, the leading matchmaking platform connecting VC funds, accelerators, business angels and corporates with startups and scaleups from CEE.*
- Do not reprint any articles from Vestbee Blog in full. Use only a preview including the original title, the lead and piece of the article no longer than 25% of the content.
- Include the link to the original article from Vestbee also at the end of the posted piece of the article on your website by using the formula:  
*Read more on Vestbee Blog. [provide the link to the article]*

Our sharing policy focuses on a clear acknowledgment of the original source and we agree on sharing the whole content by its author only in exceptional cases.

**If you are the author and would like to reuse, repurpose or simply share your article, you need to get our consent and then abide by the guidelines mentioned below:**

- Cite Vestbee as the original source and introduce us with this formula at the beginning of the reposted article:  
*This article [provide the link to the article] written by [name of the author, author's job title/company] was originally published at Vestbee, the leading matchmaking platform*

*connecting VC funds, accelerators, business angels, and corporates with startups and scaleups from CEE.*

- Include the link to the original article from Vestbee also at the end of the posted piece of the article on your website by using the formula:  
*This article is originated from Vestbee Blog. [provide the link to the article]*
- Wait at least four weeks from the publication date to share your article on the website.
- Include canonical tag linking to Vestbee in the `<head>` section on your website, so our post is noted as the original source:  
`<link rel="canonical" href="URL LINK OF BLOG POST" />`  
Leave only one canonical tag and change the one from your website (in case you have any added previously) to Vestbee's one.
- If you build an URL on your website where the article from Vestbee Blog will be found, we will ask you to include a no index tag and block access to the page via your site's robots.txt. This is to help ensure that the dedicated page cannot be indexed in the search engines.

The entire presented article is the property of Vestbee. No part of it may be distributed or copied in any way without Vestbee's permission and without obeying the guidelines mentioned above.

## User Representations

You represent, warrant and agree that no materials of any kind submitted through your account or otherwise posted or shared by you through Our service will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libellous, defamatory or otherwise unlawful material. You further agree not to harvest or collect email addresses or other contact information of Users from the Service or the Website by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications. Additionally, You agree not to use automated scripts to collect information from Our Service or the Website or for any other purpose. You further agree that You may not use the Website or the services provided in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Website.

In addition, you agree not to use the Website to:

- Upload, post, transmit, share, store or otherwise make available any content that we deem to be harmful, threatening, unlawful,

defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable.

- Except where authorized by the Company, register for more than one User account, register for a User account on behalf of an individual other than Yourself, operate a User account on behalf of or for the benefit of any person who is not eligible to register for or operate a User account in their own name, or register for a User account on behalf of any group or entity (other than approved investment accounts opened on behalf of legal entities or accounts opened for purposes of concluding a Transaction Agreement with one or more of the companies whose information is published on this Website.
- Impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with or authority to act on behalf of any person or entity.
- Upload, post, transmit, share or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation.
- Upload, post, transmit, share, store or otherwise make publicly available on the Website any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers.
- Solicit personal information from any natural person under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes from any User.
- Upload, post, transmit, share or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- Intimidate or harass another User.
- Upload, post, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law.

- Use or attempt to use another’s account, service or system without authorization from that person and the Company, or create a false identity on the Service or the Website.
- Upload, post, transmit, share, store or otherwise make available content that, in the sole judgment of the Company, is objectionable or which restricts or inhibits any other person from using or enjoying the Website, or which may expose the Company or its Users to any harm or liability of any type.

## User Content Posted on the Website

You are solely responsible for the personal or business information, photos, profiles, messages, notes, text, information, music, video, contact information for You or others, advertisements or other content that you upload, publish, provide or display (hereinafter, “post”) on or through the Website, or transmit to or share with other Users (collectively the “User Content”). You understand and agree that the Company may, but is not obligated to, review and delete or remove (without notice) any User Content in its sole discretion, including without limitation, User Content that in the sole judgment of the Company violates these Terms of Use, might be offensive or illegal, or might violate the rights of, harm, or threaten the safety of, Users or others.

You may review personal or business information posted by other Users on the Website, but you are not authorized to disclose or otherwise use such information for any purpose other than assessing the business potential of other Users.

## Consent to Electronic Transactions and Disclosures

Because We operate only on the Internet, it is necessary for You to consent to transact business with Us online and electronically. Therefore, We also need You to consent to our giving you certain disclosures electronically, either via our Website or to the email address You provide to Us. By agreeing to the Terms of Use, You agree to receive electronically all documents, communications, notices, contracts, and agreements arising from or relating to Your use of the Website and service.

Any Disclosures will be provided to You electronically through either on our Website or via electronic mail to the verified email address You provided. Paper copies may be provided upon request, subject to fee, postage and handling costs.

Your consent to receive Disclosures and transact business electronically, and Our agreement to do so, applies to any transactions to which such Disclosures relate, whether between You and Us or between you and any company whose products may be listed on this Website. Your consent will remain in effect for so long as you are a User and, if you are no longer a User, will continue until such a time as all Disclosures relevant to transactions that occurred while you were a User have been made.

If You are an individual User, You will keep us informed of any change in your email or home mailing address so that You can continue to receive all Disclosures in a timely fashion. If your registered email address changes, You must notify us of the change by amending your e-mail address on the Website. You also agree to update your registered residence address and telephone number on the Website if they change. If You are a business or entity User or are acting on behalf of a business or entity, You will keep us informed of any change to your email address, telephone number and primary business address as discussed under “Terms Applicable to Business and Other Entity Users” below.

In consideration of Your use of the Website, You agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Website or otherwise requested by the Company (“Registration Data”); (b) maintain the security of Your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to the Company, to keep it accurate, current and complete; (d) promptly notify the Company regarding any material changes to information or circumstances that could affect your eligibility to continue to use the Website or Service or the terms on which You use the Website or Service; and (e) be fully responsible for all use of your account and for any actions that take place using your account.

By using Our Website You confirm that You are aware that for the purposes of providing and successful execution of Vestbee services including matching with third parties, eg. introductions to third parties, we store and process Your personal data provided on the Website. Moreover you confirm that you are aware that Your personal data might be transferred to third

parties: Vestbee partners including investors, corporations and accelerators that use Vestbee. You also confirm that we can send you system emails that are necessary for a proper use of the Website including activation links, notifications and other important online communication.

By using Our Website on behalf of a business or other entity, including as a sole proprietor You represent and warrant that You are duly authorized in accordance with the foregoing by the business or other entity on behalf of which You are acting, that You have the power and authority to enter into binding agreements on behalf of the business or entity or in the capacity in which you are acting, and that the business or entity is in good standing in each jurisdiction in which it is registered to conduct business to the best of Your knowledge. Furthermore, You confirm that You agree to all of the terms and conditions of these Terms of Use individually and on behalf of such business or other entity, and represent and warrant that You and such business or other entity will abide by all of the terms and conditions of these Terms of Use. If You, the business or entity, any other person acting on behalf of the business or entity or any guarantor (if applicable) violate any of these Terms of Use, or otherwise violate an agreement between the business or entity (or, if applicable, any guarantor) and the Company, the Company may terminate the business or entity's membership, delete any associated profile and any content or information posted on the Website in connection with the business or entity's membership and/or prohibit You, such business or entity and any other person acting on the business or entity's behalf from using or accessing the Website (or any portion, aspect or feature of the Website), at any time in Our sole discretion, with or without notice.

In addition to the User Representations set forth above which You hereby confirm on behalf of the business or entity member, You further agree, both individually and on behalf of the business or entity, not to use the Service or the Website to:

- Register for multiple User accounts on behalf of the same business or entity.
- Operate or otherwise utilize an account opened in the name of a business or entity for the benefit of any persons other than that business or entity.
- Operate or otherwise utilize an account opened in the name of a business or entity for any purpose prohibited by law or regulation,

any activity which that business or entity is not duly authorized to conduct, or for any purpose prohibited by any other agreement between the business or entity and the Company.

- Operate a User account on behalf of any business or entity with regard to which You are not an authorized person with the power to enter into binding agreements on behalf of the business or entity.
- Communicate with any other User regarding the business or entity, or its business operations, other than anonymously and publicly via the Website, or upload, post, transmit, share or otherwise make available any information or informational material identifying the business or entity or its business operations (other than Registration Data provided to the Company or other information requested by the Company or otherwise necessary for your use of the Website or Service).
- Upload, post, transmit, share, store or otherwise make publicly available on the Website any private information regarding the business or entity, including, without limitation, addresses, phone numbers, email addresses, tax identification numbers and credit, or any personal information regarding persons associated with the business or entity (other than Registration Data provided to the Company).

Furthermore, You represent and warrant and agree, both individually and on behalf of the business or entity, that:

- All email addresses provided on behalf of the business or entity are and will be used by the business or entity for business purposes.
- You will not represent or portray the business or entity as being affiliated with the Company in any capacity other than being a User of the Website without the Company's prior written consent.

## Governing Law, Venue and Jurisdiction

By visiting or using the Website, you agree that the laws of Poland, without regard to any principles of conflict of laws that would require or permit the application of the laws of any other jurisdiction, will govern these Terms of Use. Recognizing the global nature of the Internet, the User of Our Website agrees to comply with all local rules regarding online conduct and acceptable Content. Specifically, the User agrees to comply with all

applicable laws regarding the transmission of technical data exported from the country in which the User of the Website resides.

If you enter into any Agreement via this Website the terms of that Agreement will be governed by the laws specifically referenced in that Agreement.

Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision in that or any other instance. If any provision of these Terms of Use is held invalid, the remainder of these Terms of Use shall continue in full force and effect. If any provision of these Terms of Use shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.