

Terms and Conditions of Website Use

ADHESION AGREEMENT TO BUSINESSANDANGELS.EU,
THE EUROPEAN CROWDFUNDING ACCESS PORTAL



Business and Angels

Terms of Service

Welcome to **BusinessAndAngels.eu** (hereinafter also referred to as “the Web Site” or “the Site”), the European **Crowdfunding Access Portal** (hereinafter also referred to as “CAP”).

BusinessAndAnges.eu is an initiative of the **WELCOME Consortium**, promoted by the **European Commission** within the **StartUp Europe** scheme and committed to fostering entrepreneurship across different European ecosystems.

BusinessAndAngels.eu is operated on behalf of the **WELCOME Consortium** by INMUNE MARKETING, S.L., B-86166634, Calle Rios Rosas 47, 28003, Madrid, Spain.

Our goal is to introduce European entrepreneurs and investors and simplify the whole capital raising process for early stage businesses. **BusinessAndAngels.eu** is committed to:

1. Favouring **deal scouting** across Europe,
2. Facilitating **cross border deals** and
3. Procuring **qualified meetings** between investors and entrepreneurs at a European scale.

This website is not directed to any person in any jurisdiction where (by reason of that person’s nationality, residence or otherwise) the publication, availability or activity of the website is prohibited. Persons in respect of whom such prohibitions apply must not access this website.

Investors accessing this website may be considered either “Accredited” or “Non Accredited”, depending of the corresponding status that they may possess in accordance with their respective country regulations. References to “Accredited Investor” status shall include all relevant investor sophistication standard(s) applicable to persons in each such jurisdictions seeking to make private venture investments of such nature as posted in this Site.

Users of the website may open an account as a “**Crowdfunding Platform**” (the “**National Ecosystem Liaison Partner - NELP**”) (who are representing **StartUps** from their respective countries of origin in their search for potential investors), as an “**Investor**” (who are looking for **StartUps** to invest in), or as a “**General User**” who may view **Content** (meaning any information, text, graphics, or other materials uploaded, downloaded or appearing on the Service) made available to the public (which generally will not include certain information about business opportunities or Investors that may only be viewed by Investors and Crowdfunding Platforms).

By using **BusinessAndAngels.eu** (including by simply viewing Content on the “Site”), you are agreeing that you, and each person you allow to access **BusinessAndAngels.eu** through your account, will adhere to the terms of the following Agreement. This Agreement is between you and **BusinessAndAngels.eu** (“We” “**BusinessAndAngels.eu**” or the “European Crowdfunding Access Portal”), and it governs your access to and use of the services, websites, and applications offered by **BusinessAndAngels.eu** (the “Service”). Your access to and use of the Service is conditioned on your acceptance of and compliance with this Agreement.

Summary of Terms

General Principles

The security laws applicable to private StartUp finance are complicated and occasionally ambiguous. In general, they are designed to protect unsophisticated investors from making ill-advised investments. The following terms are designed to inform unsophisticated/unaccredited individuals in order to minimize the risks they may take at becoming investors through the Site, and to protect BusinessAndAngels.eu in the event that anyone claims that he, she or it was damaged by using the Site.

STARTUPS: If you are a StartUp willing to publish your project on the Site, you are requested to contact any of the Crowdfunding Platforms registered as National Ecosystem Liaison Partners that you will find [here](#). They will assist you through the whole process of contacting and negotiating with Investors coming from different European Countries, who need to abide to the jurisdiction applying in your country of origin.

CROWDFUNDING PLATFORMS: If you are a “Crowdfunding Platform” (or “National Ecosystem Liaison Partner”), you are welcome to upload information about the StartUps you represent, including information you designate as “Confidential”, and to designate which Investors may see that information.

INVESTORS: If you are an Investor, you must recognize that it is important to use discretion in how you handle that Confidential Information. You will also want to select what kinds of StartUps you would like an introduction to and what kinds of business plans you would like to see. We will do our best to show you qualifying business plans, and will do our best to ensure that they will actually satisfy your criteria.

GENERAL USERS: Certain portions of the BusinessAndAngels.eu site will be visible to Users who have not signed up as either Crowdfunding Platforms or as Investors. Those Users, nevertheless, are bound by this agreement. StartUps and Crowdfunding Platforms should be aware that information they provide that is not designated as “Confidential” will be visible to everybody.

Our obligations

Our obligations under this agreement are limited to the following:

- (A) We will facilitate all Investors on the Site contact with posted StartUps in which they may be interested, via their respective Crowdfunding Platforms.
- (B) We will do our best to disclose Content regarding StartUps posted on the Site by their representing Crowdfunding Platforms only in accordance with the instructions of those Platforms, and only to Investors who have indicated an interest in such Contents. We do not, and cannot, guarantee that any Content is true, correct, complete or viable.

There are things we are **Not Obligated** to do. We are not obligated to display your Content to any other user, nor are we obligated to introduce you to any StartUp, Crowdfunding Platform or

Investor. We are not responsible for doing diligence on the StartUps or investors you meet through BusinessAndAngels.eu or on business plans available through BusinessAndAngels.eu – You are. We are not responsible for verifying that any potential investor is accredited or otherwise authorized or appropriate to invest in you – You are. Similarly, we do not recommend any StartUps for investment or endorse their fitness for investment, verify the information on our Site or in our emails and we don't claim any of that information is accurate – again, that's your job. You need to make up your own mind and decide what risks you want to take. In particular, no part of this website is intended to constitute investment advice. You should seek your own independent advice.

Your obligations

You are obligated to use BusinessAndAngels.eu responsibly and in a professional manner, and to hold us harmless against any damage that may happen to you or us as a result of your use of BusinessAndAngels.eu.

Arbitration

Users have waived the right to bring suit in a court and/or to participate in "class action" suits. Instead, we will try to facilitate using binding arbitration with each party in the event of a dispute.

Other Rights We Have

Users of BusinessAndAngels.eu must understand that we have virtually unlimited rights to reject any Investor, StartUp or Crowdfunding Platform, to delete any Content, or to publish any Content provided to us by a StartUp, a Crowdfunding Platform or an Investor on BusinessAndAngels.eu or in any other medium (except Content marked as "Confidential"), including for the purposes of marketing our Service.

Privacy and Protection of User Information

BusinessAndAngels.eu does not promise to maintain the confidentiality of information you disclose to Users on our site, and in fact intends to publish most StartUps' Content to our members. You may ask us to show your information only to a select set of Investors, and we will do our best to limit disclosure to those Investors, but we cannot promise that nobody else will see your information on our Site, or what the people who are allowed to see your information do with it. If you want your information to remain private, don't make it available on our Site to other Users.

Personal information we collect from Users will be maintained consistent with our Privacy and Cookie Policy. However, other Users may still be able to infer certain facts about you from the information you post on the Site.

Disputes with Others

If disputes arise between you and anyone other than BusinessAndAngels.eu, we have no obligation to participate or assist either party.

Disclaimers; Limitations; Waivers Of Liability

These are exceptions our attorneys make us include to ensure that we are not at risk for significant liabilities. Since we are offering the Service free of charge, we hope you'll understand.

1. YOU EXPRESSLY AGREE THAT ACCESS TO AND USE OF THE SERVICE IS AT YOUR SOLE RISK AND IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER THE LAWS APPLICABLE TO TERMS OF USE WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NEITHER BUSINESSANDANGELS.EU, NOR ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS, DISTRIBUTORS, LICENSEES OR LICENSORS (COLLECTIVELY, "THE PARTIES") WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

2. TO THE FULLEST EXTENT PERMITTED BY LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICE UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT AND THAT THE COMPANY PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE. YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT THE PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICE AND OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF THE SERVICE AND EXTERNAL SITES AND OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

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3. We make no warranty and disclaim all responsibility and liability for the completeness, accuracy, availability, timeliness, security or reliability of the Service or any content thereon or any content you receive as a result of your relationship with BusinessAndAngels.eu. BusinessAndAngels.eu will not be responsible or liable for any harm to your computer system, loss of data, or other harm that results from your access to or use of the Service, or any Content. You also agree that BusinessAndAngels.eu has no responsibility or liability for the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Service. We make no warranty that the Service will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from BusinessAndAngels.eu or through the Service, will create any warranty not expressly made herein

4. To the extent any provision(s) relating to arbitration, disclaimer, waiver of liability, or any other rights and obligations set forth herein is(are) not permissible or enforceable under foreign laws as applied to users from such foreign jurisdictions, each such provision(s) shall be deemed removed and invalid, but all remaining provisions shall be in full force and effect.

Term And Termination

This agreement will remain in effect between you and BusinessAndAngels.eu unless either We terminate it, or you terminate it by deleting all your Content from the Service, closing your account or you cease to view Content accessible through the Site.



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