

# Terms of Use

**Effective Date: January 1, 2023**

## User Agreement

Welcome to the Mindful Venture Capital Management, LLC (“Mindful Venture Capital”, “we”, “us” or “our”) data room website (“Website”). By accessing the Website, you agree to comply with this binding user agreement (“User Agreement”) between you and Mindful Venture Capital, which governs your access and use of the Website and is a legally binding agreement between you and Mindful Venture Capital. If you do not accept the terms and conditions of this User Agreement, do not use the Website. Your use of the Website indicates your full acceptance of this User Agreement in its then-current form each time you use the Website. Mindful Venture Capital reserves the right to change the terms and conditions at any time. If we change this User Agreement, we will give you notice by posting the revised User Agreement on the Website. We may also post a notice on the Website and/or inform you via e-mail. The changes will go into effect on the effective date shown in the revised User Agreement. If you do not agree with the changes in the User Agreement, your sole remedy is to discontinue the use of the Website. By continuing to use the Website after the new effective date, you agree to be bound by such changes.

The information that we provide is for your information only. Some information provided may not be current, or may have changed since the last time you viewed or downloaded it. All information is subject to change without notice. We do not in any way represent or warrant the accuracy or reliability of any of the information provided, and all information is provided subject to the disclaimers and limitations of liability set forth below.

## Security Interests

The material contained in the Website is intended only for financially sophisticated investors and is for their private use. Mindful Venture Capital private investment funds (each a “Fund”) rely on private placement exemptions to registration under the Securities Act of 1933 (or the securities laws of any states) and have not been registered as investment companies under the Investment Company Act of 1940. In addition, neither Mindful Venture Capital nor any affiliate thereof is registered with the United States Securities and Exchange Commission as an investment adviser under the Investment Advisers Act of 1940.

## Informational Purposes Only

Nothing on the Website is an offer or solicitation to buy or sell any security, and Mindful Venture Capital is not soliciting any action based on the Website. Nothing on the Website is a recommendation that you purchase, sell or hold any security, or that you pursue any investment style or strategy. Nothing on the Website is intended to be, and you should not consider anything on the Website to be, investment, accounting, tax or legal advice and it is not intended to provide the basis for any evaluations of an investment in any Fund. Prospective investors should consult with their own legal, investment, tax, accounting, and other advisors to determine the potential benefits, burdens, and risks associated with making an investment in such a Fund. Prior to accepting any commitments to any Fund, prospective investors will have the opportunity to ask questions and receive answers and additional information concerning the terms and conditions of such Fund. A prospective investor must rely solely on the terms of, and disclosure of information in, the Fund’s Limited Partnership Agreement and Subscription Agreement, the only basis on which subscriptions may be made. Each prospective investor will be required to execute the Fund’s Limited Partnership Agreement and Subscription Agreement to effect an investment. All documents and disclosures made on the Website are qualified in their entirety by the risk factors contained in the Subscription Agreement.

## Confidentiality

The information available on the Website is highly confidential. You hereby agree to maintain such information (whether included in or delivered outside of the Website), in strict confidence and acknowledge that such information is proprietary and confidential, that Mindful Venture Capital derives independent economic value from such information not being generally known, and that such information is subject to reasonable efforts by Mindful Venture Capital to maintain its secrecy. You hereby agree that the information described above constitutes trade secrets and that the disclosure of any such information will cause substantial and irreparable competitive harm, as well as financial and strategic damage, to Mindful Venture Capital and/or the portfolio companies of a Fund. The reports available on the Website are for use by investors and potential investors or their authorized designees in such a Fund, and you hereby agree that this information shall only be used

by you in connection with an evaluation of an investment in such Fund. In addition, you agree that any information described above shall not be disclosed to any other person or entity or reproduced in any manner (electronic or otherwise) without the express written authorization of Mindful Venture Capital; provided, that such information may be disclosed on a need-to-know basis to other employees of your organization and to your investment advisers (so long as (i) they are bound by an obligation to maintain the confidentiality of such information that is at least as protective as your obligations under this User Agreement, and (ii) such other employees and investment advisers are not given your password to access the Website) or as explicitly required by applicable law.

## **Ownership and Proprietary Rights to Content**

The Website is owned and operated by Mindful Venture Capital. Any claims or concerns regarding the Website should be addressed to Mindful Venture Capital Management, LLC at [admin@mindfulventurecapital.com](mailto:admin@mindfulventurecapital.com).

You acknowledge and agree that the Website contains information, data, software, photographs, graphics, text, images, logos, icons, typefaces, audio and video material, and/or other material protected by copyrights, trademarks, or other proprietary rights, and that these rights are valid and protected in all forms, media, and technologies existing now or hereinafter developed. The content of the Website is the property of Mindful Venture Capital or that of our suppliers or licensors and is protected by U.S. and international copyright laws. You may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer of, license, sell, create derivative works from, or in any way exploit any of the content, in whole or in part. You may not upload, post, reproduce, perform, or distribute in any way any content without obtaining permission of the owner of the copyright, trademark or other proprietary right. You acknowledge and agree that all of Mindful Venture Capital's affiliates are intended third-party beneficiaries of these Terms of Use and have the power and authority to enforce its provisions.

## **Password-Protected Areas of Website**

Access to certain areas of the Website is reserved for investors in Mindful Venture Capital private investment vehicles who have been provided a password. If you have been provided a password, use of that portion of the Website is governed additionally by the confidentiality provisions in the offering documents of the particular fund or funds in which you are an investor.

## **Online Privacy**

Mindful Venture Capital does not collect any personally identifiable information about visitors to the publicly available areas of the Website, including names, addresses, phone numbers or social security numbers. Mindful Venture Capital may collect and store any personal information that you knowingly provide to us. We do not disseminate the non-public personal information of our investors to any third parties unless in the furtherance of servicing their accounts or as required by law or regulation or as described in our privacy policy.

## **Disclaimers**

You expressly understand and agree that:

(a) YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

(b) We do not warrant or represent that (i) the Website will meet your requirements, (ii) the Website will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Website will be accurate or reliable, (iv) the quality of any services, or information, or other material obtained by you through the Website will meet your expectations, (v) the server that makes the Website available is free of viruses or other harmful components; or (vi) any errors in any software or in the Website will be corrected.

(c) Any material downloaded or otherwise obtained through the use of the Website is done at your own discretion and risk and you will be solely responsible for any loss or damage incurred, including, without limitation, damage to your computer system or loss of data that results from the download of any such material. You (and not us or any of our affiliated entities or any of our or their respective licensors or suppliers) assume the entire cost of all necessary servicing, repair or correction to restore your system.

(d) No advice or information, whether oral or written, obtained by you from us or through or from the Website shall create any warranty not expressly stated in this User Agreement. Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

(e) Documents on the Website contain various estimates of financial information and valuation of securities. While all such information is presented based on the exercise of the reasonable judgment of Mindful Venture Capital, there can be no assurance that such information will prove to be accurate or that such valuations reflect the true fair market value of the securities referenced. In addition, certain factual statements made therein are based on information from various sources prepared by other parties, including without limitation, information obtained from Mindful Venture Capital portfolio companies. While such sources are believed by Mindful Venture Capital to be reliable, neither Mindful Venture Capital nor its affiliates assume any responsibility for the accuracy or completeness of such information.

(f) Certain documents on the Website contain forward-looking statements when used therein, the words “to be”, “project,” “anticipate,” “believe,” “estimate,” “expect,” and similar expressions are generally intended to identify forward-looking statements. Such forward-looking statements, including statements of expected returns from existing investments, if any, involve known and unknown risk, uncertainties, and other important factors that could cause the actual results, performance or achievements of such party to differ materially from any future results, performance or achievements expressed or implied by such forward-looking statements. All forward-looking statements in documents on the Website speak only as of the date thereof. Mindful Venture Capital and its affiliates expressly disclaim any obligation or undertaking to disseminate any updates or revisions to any forward-looking statements contained therein to reflect any change in its expectations with regard thereto or any change in events, conditions, or circumstances on which any such statement is based.

(g) Neither access to the Website nor any statement herein should be taken to imply that any information contained in the Website is correct as of any subsequent time beyond the dates stated herein.

## **Applicable Law**

This User Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to any principles of conflicts of law. You agree that any action at law or in equity that arises out of or relates to your use of the Website will be filed only in the state or federal courts located in San Jose, California, and you hereby consent and submit to the personal jurisdiction and venue of such courts for the purposes of litigating any such action.

## **International Use**

We make no representation that materials on the Website are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access the Website from other locations do so on their own initiative and are responsible for compliance with local laws.

## **Other Third-Party Websites**

The Website may contain links to websites controlled and maintained by third parties. We do not have any control over the content of these websites, and we assume no liability or responsibility for such sites, the content contained in them, or the manner in which any information collected on such sites is used.

## **Termination**

We may terminate your access, or suspend any user's access to all or part of the Website, without notice, for any conduct that we, in our sole discretion, believe is in violation of any applicable law or is harmful to the interests of another user, a third-party provider, a service provider, or us.

## **Miscellaneous**

If any provision of this User Agreement should be held to be unenforceable or invalid for any reason, then such provision or portion thereof shall be modified or deleted in such manner as to render this User Agreement as modified legal and enforceable to the maximum extent permitted under applicable laws. This User Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Mindful Venture Capital without restriction.