

# Terms of Service MyCeliium Platform

Welcome to the MyCeliium Platform. These Terms of Service apply to your use of the MyCeliium Platform, including all data, content and other materials inserted into the platform. The owner of the MyCeliium Platform is Collective Action B.V., having its registered office at Amersfoortsestraatweg 117, 1251 AV Laren, The Netherlands.

Please read these Terms of Service carefully before using our online platform, so that you are aware of your legal rights and obligations with respect to the MyCeliium Platform. Throughout these Terms of Service we will refer to you and the organisation you are representing as "you" or "your", and we will refer to Collective Action B.V. as "we", "us" or "Collective Action".

## 1. Application

These Terms of Service set out your rights, obligations and the general terms governing your use of the MyCeliium Platform. The MyCeliium Platform means the website that you are currently using <https://mycelium.collectiveaction.org/> and any sub-domains of this site unless expressly excluded by their own terms and conditions.

These Terms of Service apply to you as you first use the MyCeliium Platform, or as we first create an account for your organisation on the MyCeliium Platform. By making use of the MyCeliium Platform for your organisation, you signify your acceptance of the Terms of Service and the acceptance of the Terms of Service by the organisation that you represent. You guarantee that you are authorised to represent your organisation. If either you or your organisation do not wish to be bound by these Terms of Service, please stop using the MyCeliium Platform.

## 2. Relationship to other Agreements

In addition to these Terms of Service, the privacy policy of the MyCeliium Platform (<https://collectiveaction.org/privacy-policy/>) ("Privacy Policy") applies to you, your organisation and everyone else who uses the MyCeliium Platform. We refer to the Terms of Service and the Privacy Policy as the "MyCeliium Platform Agreements".

In addition to your use of the MyCeliium Platform, you may have entered into, or you may choose to enter into certain other agreements with us: for example, if you wish to invest in a business through Collective Action you may have agreed, or you will need to agree, to the relevant LP Agreement. The MyCeliium Platform Agreements will continue to apply in addition to any other agreement with Collective Action.

## 3. Registration and Account

After you have accepted our invitation to join the MyCeliium Platform, we will create an account for you on the MyCeliium Platform ("Account"), or we will give you the possibility to create such Account yourself. We reserve sole discretion over whether to send you an invitation. In order to create the Account, you must provide a username and enter a password.

If you are a professional investor member ("LP"), we may require you, or the organisation you work for, to enter into a LP Agreement prior to using the MyCeliium Platform.

You agree to provide complete, true and accurate Account information, including but not limited to the e-mail address, name and all other information provided in the course of your use of the MyCeliium platform.

The username and password are the methods used by us to identify you and so you must keep them secure at all times. The Account information is the basis on which we identify your organisation for the purposes of communicating with your organisation.

You are responsible for maintaining the confidentiality of the Account (including the username and password within your organisation). Neither you nor someone else shall distribute this information outside your organization or shall allow others outside your organization to use this information to gain access to the MyCeliium platform. You shall be liable for all actions made through the Account, with or without your permission or knowledge prior to the time that you notify us of any unauthorized use. Any breach of security, loss, theft or

unauthorised use of a username or password must be notified to us immediately. We reserve the right not to act on your instructions where we suspect that the person logged into the Account does not represent your organisation or we suspect illegal or fraudulent activity or unauthorised use.

#### **4. Use of the MyCeliium Platform and the Content**

With the MyCeliium platform, we offer an online platform on which a select number of professional investor members ("LP's") can connect (i) with each other and Collective Action with the purpose to share investment opportunities, references, investment & impact research, due diligence questions & opinions and (ii) with entrepreneurs/impact managers ("GP's ") to exchange Content regarding funds and investments and ask additional questions. These professional investor members include pension funds, insurers, family office, asset and wealth managers, foundations and corporates.

Through its Account, the GP can upload, save and share materials, including but not limited to relevant organisation content, funds, investment strategy, past performance and impact measurement and management ("GP-information") on the MyCeliium Platform. At our discretion or if requested, we can and are entitled to upload GP-information on your behalf.

If Collective Action approves the GP-information, this GP-information will be published on the MyCeliium Platform and will then become visible for the LPs of the MyCeliium Platform. We reserve the right to change, supplement and/or shorten the information provided by the GP.

The MyCeliium Platform may, at any given time, include information, data, documents, text, graphics, logos, icons, images, sound clips, video clips and data compilations, and together with the MyCeliium Platform's page layout, underlying code and software we refer to all of these as "Content". For the avoidance of doubt, "Content" includes any and all content of third parties, including but not limited to the content of the professional investor members ("LP's") and entrepreneurs/impact managers ("GP's") (e.g. GP-Information), published in the MyCeliium Platform as well.

We use our reasonable effort to ensure that all Content made available in the MyCeliium Platform is accurate. However, the MyCeliium Platform and all Content made available through the MyCeliium Platform are provided on an 'as is' basis. We make no representation about the suitability or accuracy of the platform and the Content, and we disclaim any and all warranties including warranties regarding quality, fitness for a particular purpose and non-infringement of third-party rights.

You may use the MyCeliium Platform (including the Content made available through the MyCeliium Platform) solely for lawful purpose and solely for the organisation represented by you. Furthermore, you may use the Content solely in the context of the MyCeliium Platform or in the context of any other services or products provided by Collective Action to you or your organisation. Any other use of the MyCeliium Platform (including the Content made available through the MyCeliium Platform) is not allowed.

Professional investor members ("LP's") may use the GP-Information solely within the purpose of the LP Agreement, agreed upon between Collective Action and the professional investor member ("LP"), or between Collective Action and the professional investor members organisation. Any other use of the GP-Information is not allowed.

You warrant to us that all information (including the Content) provided to us in the course of your use of the MyCeliium platform, including but not limited to the investment process is true and accurate in all respects. You will update us via your account as soon as reasonably practicable if any of the information you provide to us changes.

By accepting the Terms of Service, you agree that you or someone else within your organisation will not:

- Use the MyCelium Platform in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with the Terms of Service or act fraudulently or maliciously, for example by hacking into or inserting malicious code, including Viruses, or harmful data, into the MyCelium Platform,
- Transmit any material that is defamatory, offensive or otherwise objectionable,
- Use the MyCelium Platform in a way that could damage, disable, overburden, impair or compromise the security of the MyCelium Platform or interfere with other users;
- Attempt to decipher any transmissions to or from the servers running the MyCelium Platform;
- Perform any security testing of the MyCelium Platform either manually or utilising any automated system;
- Copy any of the code within the MyCelium Platform;
- Use the Content outside the scope of these Terms of Services;
- Rent, lease, sub-license, loan, distribute, disclose, or otherwise commercially exploit the MyCelium Platform (including any and all Content) or otherwise make it available in whole or in part to any third party;
- Make alterations to, or modifications of, the whole or any part of the MyCelium Platform (including the Content), or permit the MyCelium Platform (including the Content) or any part of it to be combined with, or become incorporated in, any other programs, unless such alterations or modifications are carried out or approved, overseen and managed by us;
- Make alterations to, or modifications of, the whole or any part of the information, documents, data and other Content made available through the MyCelium Platform by us or by another user, unless otherwise agreed upon in writing;
- Disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the MyCelium Platform or attempt to do any such thing;
- Infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy.

## **5. Intellectual Property**

All of the Content is the sole property of Collective Action, our affiliates or third parties with whom we do business, and is protected by applicable intellectual property rights, including but not limited to copyrights, neighbouring/related rights, trademark rights and patents. Nothing in this Terms of Service intends to transfer any intellectual property rights to, or to vest any intellectual property rights in you.

You are only entitled to the limited use of the Content and the intellectual property rights granted to you in the Terms of Service. You will not take any action to jeopardize, limit or interfere with the intellectual property rights. You acknowledge and agree that any unauthorized use of the Content and the intellectual property rights is a violation of this Terms of Service as well as a violation of intellectual property laws, including without limitation copyright laws.

You may not reproduce, copy, distribute, disclose or in any other fashion re-use the Content outside the MyCelium Platform or outside the services and products of Collective Action, unless otherwise indicated on the MyCelium Platform or unless given express written permission to do so by Collective Action. For the avoidance of doubt, data mining or scraping the MyCelium Platform without the express written permission of Collective Action is not permitted.

By uploading or submitting your Content (including but not limited the GP-Information) to the MyCelium Platform or by instructing us to upload or submit such Content to the MyCelium Platform on your behalf, you automatically grant (and you represent and warrant that you have the right to grant) to Collective Action a royalty-free, worldwide, fully paid-up, perpetual, irrevocable, non-exclusive right and license to (i) use, reproduce, distribute, disclose your Content on the MyCelium Platform and (ii) use, reproduce, distribute, disclose your Content in the context of any other services or products of Collective Action.

For the avoidance of doubt, you acknowledge and agree that Collective Action has the right to use your information, data, documents and other materials (including confidential information) for the purpose of:

- conducting (investment and operational) due diligence investigations and analyses and drafting reports on your organisation or your fund;

- carrying out of the business of Collective Action, specifically for the purpose of assessing the proposition of your organisation and discussing such proposition with LP's and partners in the normal course of consideration of making investments;
- conducting analysis and surveys for the business of Collective Action; and
- considering a participation in your organisation and/or your fund.

## **6. Personal data**

We are committed to respecting the privacy and the confidentiality of the personal data of our users. We process the personal data in accordance with the European General Data Protection Regulation ("GDPR") and our Privacy Policy.

You acknowledge and agree that by using the MyCelium Platform you may receive personal data of other users. You will at all times take all reasonable steps to protect this personal data and to keep this personal data confidential and use the personal data only for your use of the MyCelium Platform.

## **7. Confidentiality**

You will refrain from disclosing the Content made available on the MyCelium Platform to any third party except to your employees or consultants, as this is reasonably required in connection with the exercise of your rights and obligations under Terms of Service.

You will (i) maintain and preserve the confidentiality of all Content, including, but without limitation, taking such steps to protect and preserve the confidentiality of Content as you take to preserve and protect the confidentiality of your own confidential information, but in any event taking no less than a reasonable degree of care and (ii) disclose such Content only to your own employees and consultants on a "need-to-know" basis, and only to those employees and consultants who have agreed to maintain the confidentiality thereof. Notwithstanding the foregoing, you may disclose confidential information pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that you give reasonable (of at least two weeks) notice, in writing, to Collective Action to contest such order or requirement.

If you are a professional investor member ("LP"), you are entitled to use any (confidential) information, data, documents and other materials with respect to the GP's for the limited and sole purpose of:

- assessing the proposition of the GP and discussing this proposition with Collective Action in the normal course of consideration of making investments;
- considering participation in the GP or its fund.

## **8. Links to other website**

The MyCelium Platform may contain links to other websites. Unless we expressly say otherwise, you should assume that these other websites are not under the control of Collective Action 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 the MyCelium Platform, that does not mean that we endorse that other website or in any way recommend that you should use it.

## **9. Disclaimers and limitation of liability**

You need to be aware that:

- We make no warranty or representation (express or implied) that the MyCelium Platform 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 MyCelium Platform.
- No part of this MyCelium Platform is or is intended to constitute investment advice, and the Content of this MyCelium Platform should not be relied upon when making any investment decisions or taking any action of any kind.
- The information on the MyCelium Platform is for informational purpose only and should not be considered as legal, tax, investment, financial, or other advice.
- Nothing contained in this information constitutes a solicitation, recommendation, endorsement or offer by Collective Action or any third party to buy or sell any securities or other financial instruments in this or in any

other jurisdiction in which such solicitation or offer would be unlawful under the securities laws of such jurisdiction.

- The MyCelium Platform 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 MyCelium Platform 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.
- Users should be aware that they use the MyCelium Platform and its Content at their own risk.

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 MyCelium Platform or any information contained in it, or from our breach of obligations under these Terms of Service. Your use of the MyCelium Platform and the Content is at your own risk. We are only liable for (i) any direct damage if such damage is the result of deliberate intent or recklessness on our part or (ii) loss due to death or personal injury arising from your use of the MyCelium Platform, up to a maximum amount of EUR 10.000,-.

## **10. Securities laws and regulations**

MyCelium Platform does not contain, assist in and/or provide for any offer to purchase or sell securities within the ambit of Dutch or foreign securities law legislation, or other financial products or services, in particular with regards to acts relating to persons in any jurisdiction where this is not permitted under the applicable laws.

The content hereof cannot be considered an offer or invitation for US Persons as described below to acquire securities or as an invitation to sell securities or purchase any other banking product or service.

A "US Person" is defined as a natural person who resides or resides for an extended period of time in the U.S. and/or any (legal) entity or organization organized in the U.S. or incorporated under the laws of that country. U.S. citizens residing outside the U.S. may also be classified as "U.S. Persons" under certain circumstances.

MyCelium Platform is not intended to provide the user with specific investment advice, or financial, tax or legal advice.

It is not an underwriter, investment advisor, broker, agent, or other regulated entity which falls under the scope of domestic and/or international securities legislation.

Users of MyCelium Platform are strongly advised to ascertain whether their engagement with MyCelium Platform is permitted under applicable law and if they meet all the conditions and pre-requisites in relation thereto.

## **11. Termination**

Each party shall always be entitled to terminate your Account in writing (including by e-mail) with a notice period of two months. If you have entered into an LP Agreement with us, the Account will automatically terminate at the end of the LP Agreement. The termination of your Account doesn't terminate Collective Action's (perpetual) right and license to use your Content in accordance with article 5 of these Terms of Service.

Each party is entitled to dissolve the Account without any judicial intervention being required if the other party breaches the agreement and the failure will not be remedied in time after such party has been given proper notice of default. Furthermore, we are entitled to dissolve the Account with immediate effect, without any notice of default or judicial intervention being required and without becoming liable for damages if, you submit an application for suspension of payments, apply for bankruptcy, or are declared bankrupt, or if all or part of your assets are attached or you decease.

## **12. 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 MyCelium Platform and/or send you a link to the new version by e-mail. As soon as you use the MyCelium Platform after a new version is 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 expressly stated otherwise.

### **13. Communications and complaints**

If you wish to communicate with us about anything related to these Terms of Service or about complaints, you may do so by sending an email to [support@mycelium.collectiveaction.org](mailto:support@mycelium.collectiveaction.org)

### **14. Non-solicitation**

If you are or represent an LP, you hereby certify, represent, and warrant to Collective Action and each of the GP's, who -on the basis of third-party stipulation- may independently rely on the statements set forth below, their managers (including their members, representatives, and agents) and the funds they represent, that you actively and specifically visited the MyCeliium Platform at your own initiative and, if applicable, solicited one or more GPs and/or fund managers in connection with a prospective investment in the funds managed by them. Such solicitation was made by you on your own initiative, freely and in full awareness that it may mean that, as result of such request, you may not benefit from regulations and other protections that may otherwise have been available and/or applied had the fund been marketed at the initiative of the GP, fund manager or the fund or their respective affiliates in accordance with the detailed requirements of applicable EU and/or national rules, including, but not limited to, those promulgated under the Alternative Investment Fund Managers Directive (2011/61/EU) (the "**Directive**"), Switzerland's Collective Investment Schemes Act ("**CISA**") and Financial Services Act ("**FinSA**") and/or the United Kingdom's AIFM Regulations 2013 (SI 2013 No. 1773) (the "**UK Regulations**") (as applicable), in each case as amended, supplemented or replaced from time to time.

Your interest in a fund or funds, the fund manager, and/or GP, listed on the MyCeliium platform, did not come about as a result of any direct or indirect contact, intervention, marketing, offering or placement efforts by Collective Action or the relevant GP, fund or the fund manager.

In connection with such prospective purchase and admission to a fund, you represent that you will not pursue any claim against the relevant fund, the fund manager, GP or any of their respective affiliates based on, or directly or indirectly related to, either: (a) the Directive, including without limitation any rules, regulations, guidance or interpretations of a member state related to the transposition of the Directive, or (b) CISA, FinSA and the UK Regulations, including without limitation any rules, regulations, guidance or interpretations related to the implementation of CISA, FinSA and the UK Regulations.

### **15. General provisions**

Should any term or provision hereof be deemed invalid, void or enforceable either in its entirety or in a particular application, the remainder of this Agreement shall nonetheless remain in full force and effect.

These Terms of Service, and the agreement between you and Collective Action, shall be governed by and construed in accordance with the laws of the Netherlands. Any legal proceedings arising out of or relating to these Terms of Service and the agreement between you and Collective Action will be subject to the exclusive jurisdiction of the competent court of Amsterdam, The Netherlands.

Laren, The Netherlands, February 2023