

# Terms of Service

These Terms of Service constitute a legal agreement between you, as a user of our investment platform, portal.ventura.ae (from now on referred to as our “Platform”) and Ventura Group Holding Limited, a company registered in England and Wales under company number 11614451 and Delio Ltd, a company registered in England and Wales under company number 09092423, as the owner and operator of the Platform respectively

Throughout these Terms of Service, we will refer to you as "you", the Ventura Group Holding Limited as “Ventura” and Delio Ltd as “Delio”. Collectively the Ventura Investment Platform and Delio are referred to as “we”, “us” or “our”.

## **1. Application**

These Terms of Service set out the general terms governing your use of the Platform. They apply to you as you first use the Platform and you are deemed to have agreed to be bound by them upon your first use of the Platform. If you do not wish to continue to be bound by these Terms of Service, please stop using the Platform.

## **2. Relationship to Other Agreements**

In addition to these Terms of Service, our Privacy Notice applies to you and everyone else who uses the Platform. We refer to the Terms of Service and Privacy Notice as the "Platform Agreements".

During the course of your use of the Platform, you will also likely need to be bound by certain other agreements to facilitate your participation in the investment opportunities available. : for example, if you wish to subscribe to an investment opportunity available on the Platform, you will need to agree to the relevant investment agreements. The Platform Agreements will continue to apply to you even after you have agreed to any other relevant agreement.

## **3. Platform Registration**

In registering on the Platform, you must first provide an email address and enter a password. Your email address and password are the methods used by us to identify you and so you must keep them secure at all times. You will update us via your account as soon as reasonably practicable if any of the information you provide to us changes. You are responsible for all information and activity on the Platform by anyone using your username and password. Any breach of security, loss, theft or unauthorised use of an email address,

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 your account is not you or we suspect illegal or fraudulent activity or unauthorised use.

#### 4. Services

Ventura does not provide you with any advice (investment advice, legal, taxation or any other advice) in relation to the transactions conducted through the Platform. Each Investor (meaning any Member wishing to invest in equities, securities or an investment fund, each representing an 'Investment') confirms to each Relevant Person (**Relevant Person** means, in the case of Ventura, Ventura's Directors, employees, consultants, agents or advisors) that, for the purposes of entering into any investment contemplated by these terms, he or she enters into any investment entirely on the basis of their own assessment of the risks and effect thereof.

On becoming a member of Ventura, you will be able to view each **Posting** (a Posting being a listing for a Company or Fund on the Platform seeking Investment) on our Platform. Some Postings may be reserved for specific, or a restricted group of Investors at Ventura's sole discretion. The information that you have access to in respect of each Posting for a Non-Readily Realisable Investment (equity or investment fund) will normally include without limitation:

- the name, legal status, physical address and website address of the Company or Fund (if applicable);
- a description of the business and intended use of the proceeds or investment thesis from the **Minimum Target Amount** (meaning the minimum amount that the Company or Fund wishes to raise) sought;
- any legal, intellectual property, technical, financial or commercial due diligence information prepared by or on behalf of the Company or Fund as part of the process of the Posting (Investors should not place any reliance on such information as this has been specifically prepared for the parties it is addressed to and not for Investors, and any decision to proceed with any investment should not be based solely on such information);
- whether the Company or Fund has received advance assurance from **HMRC** (His Majesty's Revenue and Customs), where relevant to the circumstances, that it is eligible for EIS and/or SEIS relief (where applicable) and, if not, whether the Company or Fund (i) appears to us to be eligible for EIS and/or SEIS relief and (ii) has agreed to allow Investors to claim such Relief.

Ventura will review, where applicable, each Posting before Investors are able to consider it. Before doing so, Ventura will ask the Company or Fund for evidence that factual statements are correct, and we require that opinions and any projections in the Posting are phrased fairly, clearly and without being misleading. This means that we have concluded that the information, taken as a whole, is "fair, clear and not misleading" as of the date of approval. This means that for factual statements we have reviewed evidence of their accuracy, and that for aspirational statements or statements of opinion or belief we believe that they are phrased appropriately in light of their speculative or subjective nature.

You should note that in the case of factual statements, the evidence we review is provided by the business or investment fund, and while we take reasonable care in our review we do not audit it, which means that we may not be able to and will not be liable if we fail to, identify forged or altered evidence or information or deliberately misleading or inaccurate statements (other than by reason of our wilful default or fraud). You should further note that in the case of an aspirational statement or statements of opinion or belief, the nature of early-stage businesses or investment funds is such that we may approve statements which include ambitions which may not be fully realised, and approval does not convey a belief on our part that it is likely that they will be fully realised.

An Investor should not take our approval of a Posting as any form of recommendation to invest in a Company or Fund nor as to the merits of the Company's or Fund's business or its likelihood of success. Any decision to invest in the Company or Fund shall be the Investor's alone.

All investments made through the Platform are made entirely at the Investor's (as the case may be) own risk and, subject to the terms of the Subscription Agreement, Limited Partnership Agreement or any Investment Agreement, are based on the Investor's (as the case may be) own judgement.

Investments made via the Platform will be managed via an appropriate structure selected by Ventura. Dependant on the structure selected, additional terms will apply to the provision of the Services connected with the same.

## **5. Investment Opportunities**

Ventura is an Appointed Representative of Sapia Partners LLP, which is authorised and regulated by the Financial Conduct Authority ("FCA") (FRN: 550103). Ventura has permissions to bring about deals in investments and to make arrangements with a view to transactions in investments.

As part of the registration process you will be asked certain questions to confirm your status as a professional client, as defined in the FCA rules. The purpose of these questions is to allow Ventura to make a determination as to whether you have the expertise, experience and knowledge to make your own investment decisions in relation to certain investment opportunities presented via the Portal and that you understand the risks involved in doing so. You have sole responsibility for the decision on whether a particular investment opportunity is ultimately one you should pursue.

Assessing appropriateness is not the same as providing advice. No part of this Platform is intended to constitute investment or tax advice, and the Content of this Platform should not be relied upon when making any decisions or taking any action of any kind. We do not provide personal recommendations. Any investment decision you make is a result of your own decision and any separate, independent advice that you may have received. If you consider that you do not understand a particular product or what may happen to your investment, then you should consider seeking advice from your financial adviser. Your adviser will assess suitability – which is different from appropriateness and involves examining your financial position, attitude to risk and your overall investment portfolio.

The decision as to whether to authorise you to invest in a particular investment opportunity is Ventura's, and notwithstanding the processes described above Ventura may decide not to authorise you to invest.

You warrant to us that all information provided to us in the course of the registration process is true and accurate in all respects and you will update us at [admin@ventura.ae](mailto:admin@ventura.ae) as soon as reasonably practicable if any of the information you provide to us changes.

## **6. Use of the Platform**

By accepting these Terms of Service you agree that you will not:

- Use the 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 using another User's account, or by hacking into or inserting malicious code, including Viruses, or harmful data, into the Platform;
- Transmit any material that is defamatory, offensive or otherwise objectionable;
- Use the Platform in a way that could damage, disable, overburden, impair or compromise the security of the Platform or interfere with other users;
- Attempt to decipher any transmissions to or from the servers running the Platform;
- Perform any security testing of the Platform either manually or utilising any automated system;
- Copy any of the code within the Platform nor any concepts in the Content or Documents;
- Rent, lease, sub-license, loan, distribute, disclose, or otherwise commercially exploit the Platform 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 Platform, or permit the Platform 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; or disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Platform or attempt to do any such thing.

## **7. Intellectual Property**

The Platform may include at any given time text, graphics, logos, icons, images, sound clips, video clips and data compilations, and together with the Platform's page layout, underlying code and software we refer to all of these as "Content".

All of the Content is the property of Ventura and Delio, their affiliates or third parties with whom they undertake business to provide the investment opportunities on the Platform with, and this means that it is protected by United Kingdom and international intellectual property laws and other relevant laws. This

means that, except as provided by Part 1, Chapter 3 of the UK Copyright, Designs and Patents Act 1988 (which contains what are generally known as the "fair use" provisions for copyrighted materials), you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Platform unless otherwise indicated on the Platform or unless given express written permission to do so by Ventura and Delio. For the avoidance of doubt, data mining or scraping the Platform without the express written permission of is not permitted.

## **8. Links to Other Websites**

This Platform may contain links to other websites. Unless we expressly say otherwise, you should assume that these other websites are not under our control. 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 this Platform, that does not mean that we endorse that other website or in any way recommend that you should use it.

## **9. Disclaimers**

You need to be aware that:

- We make no warranty or representation (express or implied) that the 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 Platform;
- The 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 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;
- 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 Platform or any information contained in it, and you use the Platform and its Content at your own risk. This is not intended to exclude or restrict our liability for death or personal injury arising from your use of the Platform;
- Users should be aware that they use the Platform and its Content at their own risk.

## **10. Your Obligations**

The investor is responsible for ensuring they cooperate to achieve compliance with all necessary legal and regulatory rules and their own individual tax planning matters in relation to their investments.

Your Investment, as established by this Agreement, is set up on the basis of the declaration made in your onboarding.

You hereby confirm that the information stated in the onboarding form in these (and all other) respects is true and accurate as at the date of this Agreement.

You must immediately inform Delio in writing of any change of address, other material changes in circumstances and any change in the information provided in the Application Form.

In addition, you must provide Delio with any information which it reasonably requests for the purposes of arranging your Investments pursuant to the terms of this Agreement.

Other than via **Ventura** or via a **Ventura** Co-Investment, you may not, without the written consent of **Ventura** Group, invest in any Investee Companies or Funds or communicate or approach any Investee Companies or Funds with regard to a direct investment by you or a person connected to you. If you make any investment in an Investee Company or Fund in contravention of this clause, **Ventura** shall be entitled from you to the Performance Fee in connection with such investment as if such investment were made through the Platform.

## **11. Severability**

We have made every effort to ensure that these Terms of Service adhere strictly with the relevant provisions of the UK Unfair Contract Terms Act 1977 and other applicable laws. However, in the event that any of these provisions are found to be unlawful, invalid or otherwise unenforceable, that provision is to be deemed severed from these Terms of Service and shall not affect the validity and enforceability of the remaining Terms of Service. This clause on "Severability" shall apply only within jurisdictions where a particular term is illegal.

## **12. Liability**

Except in the event of fraud, no Relevant Person shall be liable or responsible to any Investor or any Company or Fund for any of the following matters, and each Relevant Person hereby excludes, to the fullest extent permitted under law (including contract, tort or breach of statutory duty), any and all liability for, or in respect of:

- the performance of any Company or Fund, the market opportunity, or its ability to meet its business plan or projections or any other information set out in the Posting;
- the suitability of any Company or Fund for investment;
- the terms of any investment in a Company or Fund (including without limitation the Subscription Agreement, Limited Partnership Agreement, the Investment Agreement and the Articles); and

- the undertaking or outcome of any due diligence exercise in respect of a Company or Fund or any due diligence report in respect of a Company or Fund (whether legal, financial, technical or otherwise); and
- obtaining any tax relief in relation to an investment in a Company or Fund or that Company or Fund remaining eligible for a tax relief after the investment has been made.

Except for in respect of death, personal injury or any other matter for which it would be illegal for a Relevant Person to limit its liability, the total aggregate liability of any Relevant Person under or in connection with these terms or any Investment made through the Platform howsoever arising and whether in contract, tort or otherwise (including for negligence) shall be £1,000.

We will not be liable to you for any losses, damages or costs arising in the event that you are not able to claim a tax relief on a particular investment, or because any tax relief you have claimed is lost, due to any of the circumstances described in these terms. You are strongly advised to speak with your tax adviser and/or a solicitor before making any investment on the basis that you will be able to receive any tax relief.

### **13. No Waiver**

In the event that either you or we fail to exercise any right or remedy contained in these Terms of Service, that does not mean you or we (as applicable) have waived that right or remedy and so shall not be construed as a waiver.

### **14. 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 Platform, and as soon as you use the Platform after they are 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.

### **15. Communications**

If you wish to communicate with us about anything related to these Terms of Service, you may do so by sending an email to [admin@ventura.ae](mailto:admin@ventura.ae).

### **16. Termination**

You can terminate your registration at any time by notifying us at [admin@ventura.ae](mailto:admin@ventura.ae).

We will suspend or terminate your registration and your ability to use the Platform if:

- you breach these terms and conditions in any material respect;
- we suspect that you have committed fraud, been involved in money laundering or other illegal activities; and
- you use the Platform in any way that (i) causes, or is likely to cause, the Platform or access to it to be interrupted or damaged in any way; (ii) for fraudulent purposes or in connection with a criminal offence; (iii) to send, use or reuse material that is illegal, offensive, abusive, indecent, defamatory, obscene or menacing; or in breach of copyright, trademark, confidence, privacy or any other right; or is otherwise injurious to third parties; or objectionable; or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailing or any spam.

## **17. Complaints**

If you wish to make a complaint, please send the details of your complaint to [admin@ventura.ae](mailto:admin@ventura.ae).

## **18. Choice of Law**

These Terms of Service, and the relationship between you and us created by it, shall be governed by and construed in accordance with the laws of England and Wales.

## **19. Jurisdiction**

You agree to submit to the exclusive jurisdiction of the courts of England and Wales. This means that if you want to bring a legal action against us, or we want to bring a legal action against you, it must be done in one of these courts.

I agree

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