

# Leva Terms of Services

## Introduction

Welcome on Leva and thank you for using Leva's cloud platform ("**Platform**"). These Leva Terms of Services ("**Terms**") apply when you ("**you**", "**your**", "**Deal Manager**" and "**Investor**", collectively "**Users**" below) create an account to use any features, services or tools, on our Platform. We provide you a meeting place through our Platform.

These Terms are between you and Leva Capital Partners AG and its affiliated entities ("**Leva**", "**Company**", "**our group company**", "**our**", "**we**" and "**us**") who owns the Platform. "**You**" also means the entity you represent or, if that does not apply, you individually. If you are accepting on behalf of your employer, another entity or another third party, you represent and warrant that (i) you have full legal authority (i.e., but not limited to, signature right, power of attorney, commercial register entry) to bind your employer, the applicable entity or the applicable third party to these Terms; (ii) you have read and understood these Terms; and (iii) you agree on these Terms on behalf of the party you represent. If you do not have the legal authority to bind your employer, the applicable entity or the applicable third party, please do not click on "I Accept" (or similar button or checkboxes) presented to you. Furthermore, please note that if you register for the Platform using an e-mail address of your employer, another entity or the applicable third party, (i) you will be deemed to represent such party, (ii) your "I Accept" (or similar button or checkbox) will bind your employer that applicable entity or the applicable third party to these terms, and (iii) the word "**you**" in these terms will refer to your employer, that applicable entity or that applicable third party.

By accessing our Platform, you acknowledge the legally binding effect of the Terms set out herein. These Terms will be effective as of the date you first click "I Accept" (or similar button or checkbox) or use or access the Platform, whichever is earlier ("**Effective Date**"). These Terms do not have to be signed in order to be binding, therefore please read them carefully before you start to use the Platform. By registering on our Platform and, by clicking "I Accept" (or similar button or checkbox) following these Terms, you indicate your assent to these Terms and agree that you have read, understood and accept the legally binding Terms set forth below, as well as the [Terms of Website Use](#) and the terms of our [Privacy Policy](#) and [Cookie Policy](#), which are integral part of these Terms. You are responsible for ensuring that all persons who use our Platform through your internet connection are aware of these Terms, [Terms of Website Use](#), our [Privacy Policy](#) and [Cookie Policy](#) and that they comply with them. For no-charge products, you also indicate your assent to these Terms. If you do not agree to the Terms, you should exit and cease all use of our Platform.

For purpose of these Terms, capitalized terms shall have the meaning set forth in Section 18.

## 1. General Remarks

### **1.1 Who developed the Platform and for what purpose?**

Leva has developed a Platform, where we offer the services described below as Software as a Service (“**SaaS**”). These services are collectively referred as “**Cloud Services**” and may include, but are not limited to, a meeting place for the private market community, making available information regarding potential investments in the private market (“**Investment Opportunity**”), providing legal documents for the private market community, allowing the management of investment relationships within the private market community, and allowing the evaluation and commitment to participate in Investment Opportunities on the Platform.

### **1.2 Are there any additional terms specific to some Cloud Services?**

Some Cloud Services may be subject to additional terms specific to that service as set forth in the “**Service-Specific Terms**” in Section 14 and “**Deal Manager Specific Terms**” in Section 15. By accessing or using the Platform covered by the Service-Specific Terms and Deal Manager Specific Terms, you also agree to the Service-Specific Terms and Deal Manager Specific Terms.

### **1.3 Is there any possibility of purchasing additional services?**

Subject to these Terms, the User may purchase “**Additional Services**” that we will provide to the User. You agree to provide us with reasonable access to Your Materials as reasonably necessary for our provision of Additional Services. If you do not provide us with timely access to Your Materials, our performance of Additional Services will be excused until you do so. You retain your rights in Your Materials, subject to our ownership of the Platform, any Cloud Service, any of Our Deliverables or any of our technology underlying your Materials. We will use Your Materials solely for purposes of performing the Additional Services. You represent and warrant that you have all necessary rights in Your Materials to provide them to us for such purposes.

Those Additional Services may be subject to additional policies and terms as specified by Leva.

### **1.4 How do you access to the Platform and the Cloud Services?**

After clicking "I Accept" (or similar button or checkbox) we grant you access to the Platform and the Cloud Services. The access to the Platform and Cloud Services are non-exclusive, non-sublicensable, non-transferable and limited in time to the duration of the end of its usage period.

The Platform and the Cloud Services are accessible through [www.leva.pe](http://www.leva.pe), the website of Leva (“**Website**”).

### **1.5 For what purposes may you use the Cloud Services?**

You may use the Cloud Services for your own business purposes by your own personnel or personal use, as applicable, all in accordance with these Terms. Any further use or transfer of the Platform and the Cloud Services to the User does not occur.

### **1.6 Where are the Platform and Cloud Services provided?**

The Platform and Cloud Services are provided at the service delivery point. Unless otherwise specified, the service delivery point is the connection of Leva's data centres to the Internet or, in the case of access from a secure User's network, the connection of our data centre to the User's telecommunications connection.

### **1.7 Who retains all right, title and interest in and to Leva's "Deliverables"?**

We will retain all right, title and interest in and to Leva's "Deliverables" (i.e., but not limited to, any materials, deliverables, modifications, derivative works or developments that we provide in connection with any "Additional Services"). You may use any of Leva's Deliverables provided to you only within the Platform and in connection with the Cloud Services, subject to the same usage rights and restrictions as for the Cloud Services. For the avoidance of doubt, Leva's Deliverables are not considered Cloud Services, and any Cloud Services are not considered to be Leva's Deliverables.

### **1.8 On which device may you use the Platform and the Cloud Services?**

The use of the Platform and the Cloud Services requires compatible devices, a telecommunications connection, and may be affected by the performance of these factors. Any client software that may be required will be made available to the User as a download. The User is responsible for compliance with these requirements, which may change from time to time.

### **1.9 Are there different versions of the Platform?**

The User is obliged to use the version of the Platform and Cloud Services provided. We will notify the Users of potential updates. The Users have no claim to use the latest version. The use of the Platform and Cloud Services by the User shall be exclusively within the scope of these Terms.

## **2. Account**

### **2.1 Who shall provide you with the User ID and the password and how shall you secure your User ID and password?**

We provide the Users with the necessary User's ID and password (if provided by Leva).

You agree to: (i) change your password, if provided by Leva during the onboarding process, first time when you sign-up to the Platform and regularly thereafter (ii) log out from your account at the end of each session; (iii) keep secret User ID and password and protect against unauthorized access by third parties, (iv) keep User ID and passwords separate from each other and (v) immediately notify us of any unauthorized or irregular use of your password or user ID or any other breach of security.

Any person who obtains access to the Platform or the Cloud Services using the User's ID and password is deemed to be authorized to access the Platform and all Cloud Services, regardless of whether this person is actually the person authorized to access the Platform or the Cloud Services. All activities (i.e., but not limited to, investing, instructions, order of specific Cloud Services, etc.) received are deemed to have been done by the person authorized to access the Platform and to use the Cloud Services.

## ***2.2 How can you create and administer your profile?***

Users may create and administrate a profile with general information about themselves (the “**Profile**”). If you establish an account on the Platform, you are responsible for maintaining the confidentiality of User’s ID and password, and you are responsible for all activities that occur under your password or user ID.

## ***2.3 Are there any permitted range of use with regard to the Profile?***

The permitted range of use may be limited to the number of persons, virtual or physical instances, transactions and the like. If the use exceeds the permitted range of use, the Users shall pay an additional usage fee as set forth in a separate agreements in accordance with the Section 15.7; any further claims of Leva shall remain unaffected.

## ***2.4 Are there any limitations and responsibilities with regard to the use of the Profile and Account?***

You shall not use a false name or email address owned or controlled by another person with the intent to impersonate that person or for any other reason.

Users are furthermore not entitled to create multiple Accounts to simulate or act as a single Account or otherwise access the Platform or the Cloud Services in a manner intended to avoid Fees or exceed usage limits or quotas.

You also are responsible to keep your Account settings (i.e., but not limited to, address, phone number, user qualification) updated at all time, so that it remains true, correct and complete.

Leva reserves the right to temporarily or definitively, partially or completely block or cancel any Account at any time for any reason without notice. Leva excludes all liability for the loss of any content, in particular User Content, and any other loss, loss of profit or any other damage that might arise in connection with the blocking or cancellation of any Account.

## **3. User’s Qualification**

### ***3.1 Are there any age limitations with regard to the use of the Platform and Cloud Services?***

The Platform and the Cloud Services are not intended for, and shall not be used by, anyone under the age of 18 years. Leva may in its sole discretion, refuse to offer access to any natural person or legal entity and change its eligibility criteria at any time.

### ***3.2 Are the User’s registration process the same for all Users?***

Our Cloud Services have different User registration process. In accordance with applicable regulatory requirements, we require all Users to undergo a suitability assessment by way of completing a suitability onboarding process which is designed to separate Users qualified to use the Cloud Services and from those that are not. We rely on representations made by you, as applicable.

### **3.3 Are the Users allowed to use the Company in order to perform financial market services?**

Users shall not use the Company to market services, particularly investment advisory services, which might subject the Company, the Platform or the Cloud Services provided by Leva in connection with the Platform or the Cloud Services to FINMA supervision or to the scope of any financial markets' regulations.

### **3.4 What the Users should be aware of and what they should covenant?**

The Users shall be aware:

- that the Users are solely responsible for complying with the applicable law regarding any transaction or investment, including without limitation any representation that they are qualified to invest through the Platform or the Cloud Services and whether any investment complies with the terms of local law (i.e. jurisdiction of the residence country or of any foreign government with jurisdiction over the User);
- that the Platform, its content and the Cloud Services are not directed at, or intended for distribution to, any person or entity who is a citizen or resident of, or located or established in, any jurisdiction where in particular the use of the Platform, the Cloud Services or investment in presented private market Investment Opportunities would be contrary to applicable law or regulation or would subject the Company to any registration and / or licensing requirements and / or to any supervision in such jurisdiction;
- that they are responsible for compliance with the statutory provision and regulatory requirements applicable to them. This includes, but not limited to the obligation to make tax returns;
- that they shall bear their own costs and expenses arising out of or incurred, and any taxes imposed on it, in connection with these Terms and all transactions contemplated hereby.

The Users covenant:

- THAT THEY ARE NOT SUBJECT TO LEGAL OR REGULATORY RESTRICTIONS WHICH MAY AFFECT THEIR ELIGIBILITY TO ACCESS THE PLATFORM AND USE THE CLOUD SERVICES, CREATE AN ACCOUNT OR TO PARTICIPATE IN ANY TRANSACTION IN CONNECTION WITH THE CLOUD SERVICES. PROFESSIONAL LEGAL ADVICE SHALL BE SOUGHT IN CASE OF ANY DOUBT. USERS ARE IN PARTICULAR SOLELY RESPONSIBLE FOR THE SWISS FEDERAL AND LOCAL TAX CONSEQUENCES, THE U.S. FEDERAL TAX CONSEQUENCES AS WELL AS ANY OTHER TAX CONSEQUENCES UNDER THE LAW OF ANY STATE OR RELEVANT LOCAL AUTHORITY AND SHALL SEEK PROFESSIONAL ADVICE (I.E. LEGAL, TAX, ACCOUNTING, ETC.) IN CASE OF ANY DOUBT.

## **4. Assumption of Risks**

### **4.1 Who is entitled to register, acquire a status of the User and use the Platform and the Cloud Services?**

The registration, the status of the User, the use of the Platform and the Cloud Services are available only to natural persons and legal entities, who (which) have a sound understanding of risks according to this Section 4.

#### **4.2 Who is responsible for the potential risk of fraud, theft, malfunctioning of the Platform, external abuse of the Platform, misbehaviour of a User, etc.?**

While accessing the Platform and using the Cloud Services the Users take all precautionary measures to reduce the risk of fraud.

Users understand that interactions with protocol cannot be revised. Users understand there are no rights of recourse or compensation whatsoever especially with regards, but not limited, to any complaints of theft, malfunctioning of the Platform, external abuse of the Platform, misbehaviour of a User, etc.

## **5. Platform Environment**

### **5.1 General**

#### **5.1.1 Are there any Cloud Services that may be provided free of charge?**

We may offer certain Cloud Services to you at no charge, including free accounts, trial use and Beta Versions as defined below (collectively, “**No-Charge Products**”). Your use of No-Charge Products is subject to any additional terms that we specify and is only permitted during the Subscription Term we designate (or, if not designated, until terminated in accordance with these Terms).

Except as otherwise set forth in this Section 5.1.1, the terms and conditions of these Terms governing Cloud Services, including Section 6, fully apply to No-Charge Products. We may modify or terminate your right to use No-Charge Products at any time and for any reason in our sole discretion, without liability to you.

#### **5.1.2 Are there any possibilities of changes to the existing individual functionalities or features to the Cloud Services?**

We may add, make, edit or remove individual functionalities or features, from time to time to the Cloud Services.

You agree that we’re not obliged on the delivery of any future functionality or features (including future availability of any Cloud Services beyond the current ones), or dependent on any oral or written public comments we make regarding future functionality or features.

#### **5.1.3 To what extent is Leva liable for damages occurred or defects on the Platform and Could Services?**

Users understand and accept that the Platform and the Cloud Services are provided “as is” and any expressed or implied warranties of merchantability and fitness for a particular purpose are disclaimed. In no event shall Leva be liable of any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption). THE USERS THEREFORE UNDERSTANDS AND ACKNOWLEDGES THAT, DESPITE BEING THOROUGHLY TESTED AND AUDITED THE PLATFORM IS OF EXPERIMENTAL NATURE AND DEPLOYED ACCORDING TO THE BEST EFFORTS OF LEVA. ANY ASSETS USED TO INTERACT WITH THE PLATFORM ARE AT RISK OF BEING LOST INDEFINITELY. In particular, Users acknowledge that this Platform, even though developed in accordance to the state of

the art, is likely to contain bugs, defects, or errors (including any bug, defect, or error relating to or resulting from the display, manipulation, processing, storage, transmission, or use of data) that materially and adversely affects the use, functionality, or performance of the Platform and Cloud Services.

You understand that any pre-release and beta Cloud Services, and any pre-release and beta features within generally available Cloud Services, that we make available (collectively, “**Beta Versions**”) are still under development, may be inoperable or incomplete and are likely to contain more errors and bugs than generally available Cloud Services.

We make no promises that any Beta Versions will ever be made generally available. In some circumstances, we may charge a fee in order to allow you to access Beta Versions, but the Beta Versions will still remain subject to this Section 5.

The Platform may become subject to one or more regulatory inquiries or regulatory action, which may impede or limit the ability of Leva to continue to develop, or which may impede or limit Users’ ability to access or use the Platform. Leva is not liable for any claims arising out of regulatory risks.

Leva provides the Cloud Services and all content thereon and on the Platform for information purposes only, without express or implied warranties of any kind. Leva does not solicit any offer, or advice or recommend buying or selling any investments or to conclude any financial transaction of any kind whatsoever.

#### ***5.1.4 Is information regarding No-Charge Products of confidential nature?***

All information regarding the characteristics, features or performance of any No-Charge Products (including Beta Versions) constitutes our Confidential Information. To the maximum extent permitted by applicable law, we disclaim all obligations or liabilities with respect to No-Charge Products, including any Support, warranty and indemnity obligations. NOTWITHSTANDING ANYTHING ELSE IN THESE TERMS, OUR MAXIMUM AGGREGATE LIABILITY TO YOU IN RESPECT OF NO-CHARGE PRODUCTS WILL BE CHF 50.00.

## ***5.2 User’s Content***

### ***5.2.1 What shall be deemed as the User Content and who is responsible for the User Content?***

All data, messages, text, files, images, photos, videos, or other material (“**User Content**”) stored by Users in the Platform and by other means by accessing and using the Cloud Services are confidential by default.

Users understand and agree that all User Content stored on, transmitted through, or linked from the Platform are the sole responsibility of the User from whom such User Content originates. Leva shall have no liability related to the User Content, whether arising under intellectual property laws, privacy, or otherwise.

Users represent and warrant that User Content and any content Users request to receive directly or indirectly: (i) shall not infringe any intellectual property right, or other proprietary right or right of publicity or privacy; (ii) shall not violate any law or regulation; (iii) shall not be defamatory or trade libellous; (iv) shall not include incomplete, false or inaccurate information about the User or any information about any other

individual; (v) shall not be inappropriate language; and (vi) shall not contain any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

### **5.2.2 To what extent is Leva liable for the content on the Platform?**

Leva uses reasonable efforts to obtain information from sources which Leva believes to be reliable. However, Leva does not endorse, support, represent or warrant for accuracy, completeness or reliability of any content, information, opinion or forecast provided on the Platform by the Users.

Leva cannot, nor does Leva undertake any obligation to, control User Content that is stored on, transmitted through, or linked from the Platform. Leva does not make any representation or warranty, express or implied, as to the accuracy, timeliness, or completeness of such User Content, nor does Leva undertake to verify, update or correct such User Content. Leva reserves the right to adjust, refuse or remove any User Content at Leva's sole discretion, in particular to comply with any applicable law.

We reserve the right (but do not have the obligation) to take any action with respect to User Content, if we believe that it may create liability for us or may cause us to lose services of our internet telecommunication providers or other suppliers and / or providers. If we determine that your actions endanger the operation of the Platform and the Cloud Services or other Users, we may suspend your access or remove Your Data immediately without notice. We have no liability to you for removing or deleting Your Data from or suspending your access to any Cloud Services or the Platform as described in this Section 5.2.

## **6. Intellectual Property**

### **6.1 What are the limitations for the Users with regard to the Platform and Cloud Services?**

Except as otherwise expressly permitted in these Terms, the Users will not (i) reproduce, modify, adapt or create derivative works of the Platform and Cloud Services; (ii) rent, lease, distribute, sell, sublicense, transfer or provide access to the Platform Cloud Services to a third party; (iii) use the Platform or Cloud Services for the benefit of any third party; (iv) incorporate the Platform or any Cloud Services into a product or service the User provides to a third party; (v) interfere with or otherwise circumvent mechanisms in the Platform or the Cloud Services intended to limit the Users' use; (vi) reverse engineer, disassemble, decompile, translate or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to any Cloud Services or the Platform, except to the extent expressly permitted by applicable law (and then only upon advance written notice to us); (vii) remove or obscure any proprietary or other notices contained in any Cloud Services or the Platform itself; (viii) use the Platform or the Cloud Services or any content thereof for competitive analysis or to build competitive products; (ix) publicly disseminate information regarding the performance of the Platform or the Cloud Services; or (x) encourage or assist any third party to do any of the foregoing.

### **6.2 Who has and retains all right, title and interest, including all intellectual property rights, in and to the technology (including the Platform and Cloud Services)?**

The Platform and the Cloud Services are made available on a limited access basis, and no ownership right is conveyed to you, irrespective of the use of terms such as "purchase" or "sale". We have and retain all right, title and interest, including all intellectual property rights, in and to our technology (including the



Platform and Cloud Services). From time to time, you may choose to submit Feedback to us. We may in connection with any of Cloud Services freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered your Confidential Information, and nothing in these Terms limits our right to independently use, develop, evaluate, or market products or services, whether incorporating Feedback or otherwise.

All rights, title, and interest in and to the Platform and Cloud Services are and will remain the exclusive property of Leva. The Platform and Cloud Services are protected by copyright, trademark, and other laws. Except as expressly provided herein, nothing in these Terms gives you a right to use the Leva name or any of the Leva trademarks, logos, domain names or other distinctive brand features.

We own the copyright and all intellectual property rights on content published on the Platform and with the Cloud Services or has acquired an appropriate license to publish such content on the Platform our through the Cloud Services. Users retain the copyright and all intellectual property rights on User Content stored on, transmitted through, or linked from the Platform.

Users grant Leva a worldwide, nonexclusive, royalty free, perpetual license on content, including on User Content, they provide to Leva in order to use such content in connection with the Platform and the Cloud Services. Users declare that the provision of such content to Leva does not, and Leva's use of such content in connection with the Platform and the Cloud Services will not, infringe any third-party rights.

Users grant Leva a worldwide, nonexclusive, royalty free, perpetual license to use their tradenames and trademarks in order to market the Platform and the Cloud Services, in particular by referring to such Users' use of the Platform and the Cloud Services.

Users who think that the provision of any content on the Platform infringes any copyright or other intellectual property right may at all times contact Leva at [hi@levamail.com](mailto:hi@levamail.com) and ask Leva to remove such content from the Platform.

## 7. Data Protection and Security

### **7.1 Do we comply with the legal provisions on data protection?**

We undertake to comply with the legal provisions on data protection; in particular, we will comply with the duty of confidentiality under data protection law and will protect personal data against unauthorised processing by taking appropriate technical and organisational measures.

### **7.2 What measures are taken to protect User's information?**

In general, we implement and maintain physical, technical and administrative security measures to protect Users' information from unauthorized access, destruction, use, change or disclosure. We also aim to maintain a compliance program that includes audits and certification by independent third parties. Our Security Centre, as updated from time to time provides more information.

### ***7.3 How Leva treats User's privacy and the confidentiality of User's information?***

Leva values Users' privacy. We collect certain data and information about the Users in connection with the Users use of the Platform and Cloud Services and otherwise in connection with these Terms. Detailed information on how we process personal data, can be found in the [Privacy Policy](#) and [Cookie Policy](#), which in its entirety form part of these Terms. We publish the [Privacy Policy](#) and [Cookie Policy](#) and all changes thereto on our Website and the Platform.

We collect and use all such data and information in accordance with our [Privacy Policy](#) and [Cookie Policy](#), which the Users acknowledge and accept and are integral part of these Terms.

We may provide businesses and services to the Company and third parties within Switzerland and abroad. This may concern payment processing, data retention, information and data processing, compliance, accounting, internal anti-money laundering unit and other back and middle-office activities, which can be outsourced entirely or in parts. If applicable, all third parties shall be bound by the confidentiality committed.

We're subject to legal obligations to keep confidential data relating to the business relationship with you. You authorize us to transfer those data for business purposes to the Company in Switzerland.

### ***7.4 What Leva provides in the event of any legal requests?***

Leva endeavours to comply with all applicable laws, i.e. all legal requests for information, and reserve the right to provide information, including project information, to law enforcement personnel and other third parties to answer inquiries, to respond to legal process, to respond to the order of a court of competent jurisdiction and those exercising the court's authority and to protect the Platform and its Users.

## **8. Lead Finder and Partner Program**

### ***8.1 Are there any supportive programs offered by Leva?***

Leva runs a Lead Finder and Partner program (the "**Program**") which might compensate participants (each, an "**Lead Finder**", "**Partner**", together "**Partners**") with revenue share for introducing the Leva, the Platform and the Cloud Services to certain Users who may subsequently choose to use the Platform and Cloud Services. The Program is subject to the terms and conditions of a Partners agreement. Lead Finders are required to act in good faith and only introduce Leva, the Platform and its Cloud Services to natural or legal persons within the Partners' personal network to whom the Partners has fully disclosed that they may receive a financial benefit via the Program. The Program is exclusive, and we have the right to admit or disqualify any person introduced by the Partners within our sole discretion. To ensure effective operation of the Program, we collect and store data relating to introductions made by Partners. All such data is subject to the terms of our [Privacy Policy](#) and [Cookie Policy](#).

## 9. Liability and Disclaimer

### **9.1 Which principles Leva follows while performing its services?**

We will act in good faith and perform our services with reasonable care and skill in accordance with generally recognised commercial practices and standards in the industry for similar services and observe and comply with all applicable laws.

### **9.2 What are the limitations of Leva's liability?**

To the extent permitted under applicable law, Leva, and any of its employees, officers, directors or affiliates (each a "**Leva Person**"), waive all liability for any direct, indirect, consequential or special losses or damages of any kind whatsoever, arising from, or in connection with, the access of the Platform and use of the Cloud Services, including authorized or unauthorized third party use of Accounts, or any reliance on any of the content provided on the Platform, or stored on, transmitted through, or linked from the Platform.

To the extent permitted by applicable law, any and all warranty for the Platform and the Cloud Services is excluded. Leva provides the Platform and the Cloud Services "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose and of uninterrupted and / or error-free availability and / or accessibility of the Platform or the Cloud Services. The entire risk as to the quality and performance of the Platform and the Cloud Services is with the User.

Leva shall not be in breach of these Terms if there is, and shall not be liable or have responsibility of any kind for any loss or damage incurred by you as a result of, any total or partial failure, interruption or delay in performance of our duties and obligations occasioned by fire, act of government, state, governmental or supranational body or regulatory authority or war, civil commotion, pandemic, terrorism, failure of any internet or computer system, interruptions of power supplies, labour disputes of whatever nature or any other reason (whether or not similar in kind to any of the above) beyond our reasonable control.

### **9.3 What is the User's liability towards Leva?**

Users shall hold Leva and Leva Persons harmless against any damage arising from their access and use of the Cloud Services. In particular, Users shall indemnify Leva and Leva Persons for, and hold Leva and Leva Persons harmless from, any claims, costs, damages, losses, liabilities and expenses (including legal and attorneys' fees) by any third party in connection with their access and use of the Cloud Services, including authorized or unauthorized third-party use of Accounts.

## 10. Confidentiality

### **10.1 Is there any confidential information that may be disclosed within using the Platform and the Cloud Services?**

The Users acknowledge that within using the Platform and the Cloud Services information that is strictly confidential in nature will be disclosed in written, oral, electronic, by demonstration or any other form. Such information shall include, but shall not be limited to, content, brand, design, features, function, trademark,

elements, aspects, operations, marketing, methods, processes, data, prospects, customers, know-how, ideas, contracts, evaluations, plans, strategies, opinions, financial figures, technological information, drawings, whether tangible or intangible. The Users acknowledge that any technical, legal and / or commercial information relating to our interaction with you, the Platform and its Cloud Services, product designs and specifications, cost data, marketing, distribution and operation methods and means, as well as these Terms and any other information and plans provided by us is considered confidential (the "**Confidential Information**"). You agree during the duration of your use of the Platform and the Cloud Services and a period of three years after its termination (i) to maintain as confidential, and keep in strict confidence all the providing Confidential Information, (ii) not to reveal, disclose, sell or transfer any of the providing Confidential Information to any third party if not required by law, in which case you shall inform us before disclosing any information, (iii) to disclose the Confidential Information only to those who have been advised of, and have agreed in writing to be bound by confidentiality obligations and, have a need to know such Confidential Information and who are directly involved in the purpose set forth in these Terms; provided, however, that you shall retain responsibility for assuring compliance and for any violations hereof; and (iv) upon our first request, to, at your own expense, return to us all written (physical or electronic) documentation or materials containing Confidential Information, to delete or destroy from any media and/or data processing system all Confidential Information within 30 days after receiving such request. Furthermore, the Investors acknowledge that, beside these Terms, they shall sign and comply with the specific Confidentiality & Non-Circumvent Agreement between the Deal Manager and each Investor, containing the provisions regarding the confidential information disclosed within different investment opportunity(ies) created or that will be created by the Deal Manager. Such Confidentiality & Non-Circumvent Agreement shall be signed by each Investor while accessing the Platform upon the first invitation to participate in the created investment opportunity by the particular Deal Manager.

Any such Confidential Information is confidential and shall be treated as such independent of the form of its disclosure. Confidential Information does not need to be labelled or otherwise identified as such.

### ***10.2 Are there any obligations for the Users with regard to the Confidential Information?***

You herewith agree to keep all Confidential Information strictly confidential and to use it solely for the purpose set forth in these Terms. Thus, you undertake not to disclose the Confidential Information to any third parties without prior written consent of us. Confidential Information must be protected when in use and when stored to prevent unauthorized access and/or unauthorized disclosure.

The Users agree to keep confidential any content, information and documents of the Investment Opportunity, they have been invited to.

### ***10.3 What shall not be qualified as Confidential Information?***

Confidential Information does not include information that is (i) publicly available or later becomes publicly available other than through a breach of this Agreement (ii) lawfully obtained by us from a third Party who is not subject to these Terms or any other obligation of confidentiality to us, (iii) known to the us prior to disclosure by you, (iv) marked as non-confidential in these Terms, or (d) independently developed by us without the use of Confidential Information.

#### **10.4 What happens with the intellectual property rights included in the Confidential Information?**

For the avoidance of doubt, these Terms do not grant – whether express or implied – any legal title to intellectual property right in case such intellectual property rights are included in the Confidential Information disclosed.

#### **10.5 Is there any permissible use of Leva's brand?**

You're permitted to state publicly that you're a User of Leva.

If the Users want to display Leva Brand Features in connection with their use of the Cloud Services or the Platform, they must obtain written permission from Leva. Leva itself may include the Users' name or Brand Features on its Website or in a list of Leva customers, online or in promotional materials. Leva may also verbally reference the Users as a customer of the Cloud Services and the Platform.

The Users shall consult Leva in advance on all public communications in connection with these Terms and obtain the Leva's consent before making any communications to the public or any such third party.

### **11. Duration and Termination**

#### **11.1 Who these Terms apply to?**

The Terms are applicable to any User as long as such User continues to access and use the Platform and or the Cloud Services or maintains an Account, if any.

#### **11.2 What are the consequences of the termination of use the Platform or our Cloud Services and cancelation of the Account?**

If a User ceases to use the Platform or our Cloud Services and cancels its Account, if any, provisions of these Terms which are by their nature meant to survive, shall stay in effect, in particular Section 6, 7, 9, 10, 12, 14.7, 15 as well as the relevant articles of the [Privacy Policy](#) and [Cookie Policy](#) as set forth in the [Privacy Policy](#) and [Cookie Policy](#), and the Terms of Syndicate ("**Terms of Syndicate**").

#### **11.3 In which cases the Party may terminate these Terms?**

Either party may terminate these Terms if the other party (i) fails to cure any material breach of these Terms within thirty (30) days after notice; (ii) ceases operation without a successor; or (iii) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if any such proceeding is instituted against that party.

## 12. Governing Law and Jurisdiction

### **12.1 Which law governs these Terms?**

The Terms shall be governed by Swiss law at the exclusion of any provisions of conflict of law rules that might lead to the application of other than Swiss law. The United Nations Convention for the International Sales of Goods („**Vienna Sales Convention**“) is excluded.

### **12.2 Which courts are competent?**

Users irrevocably submit to the exclusive jurisdiction of the competent courts of Zurich, Switzerland, for any conflict arising from or in connection with the use of the Platform or Cloud Services.

Leva and the Users will attempt in good faith to resolve any dispute or claim arising out of or in relation to these Terms through negotiations between a director of Leva and each of the Users with authority to settle the relevant dispute within 30 days of the first contact regarding any such dispute or claim.

## 13. Miscellaneous

### **13.1 May these Terms be assigned or transferred to third parties?**

These Terms or individual rights and obligations arising from it may only be assigned or transferred to third parties with the prior written consent of the other Party.

### **13.2 What happens in the event of successors or assigns of the Users?**

These Terms shall be binding on and inure to the benefit of the Users and their respective successors and assigns. Any User shall not assign or sub-contract any of its rights or obligations under these Terms (in whole or in part) without the prior written consent of Leva. Leva shall be entitled to assign or sub-contract any of its rights or obligations under these Terms in whole or in part.

### **13.3 How the amendments of the Terms may be made?**

Leva reserves the right to amend the Terms at any time. We will post any changes to our Platform and Cloud Services by updating these Terms and Users will be notified of such amendments at latest the next time they log-in, use the Website or take part in a syndication process. In any case, Users are requested to revisit these Terms regularly, because we assume that the Users agree with these Terms and the following amendments, if you continue to use our Platform and Cloud Services. Users, who do not agree to abide by the Terms after such amendment, shall cease their use of the Platform and Cloud Services and cancel their Account, if any.

### **13.4 What happens in the event of the invalidity, illegality or unenforceability of these Terms?**

If any provision of these Terms is held to be invalid, illegal or unenforceable for any reason, such provision shall be deemed modified so that it is an enforceable provision that most closely approximates yours and ours intent.

## 14. Cloud Service Specific Terms (Investment Opportunity)

### **14.1 Is Leva, the Platform or the Cloud Services supervised by FINMA?**

Leva, the Platform and the Cloud Services are not supervised by the Swiss Market Supervisory Authority (“FINMA”).

### **14.2 Does Leva provide any recommendations or advice with regard to the investment?**

We do not (i) recommend any Investment Opportunities or other investment activities, (ii) state that any Investment Opportunity or other investment activities are suitable for investment, (iii) nor guarantee the accuracy of any information provided by Users or their affiliates on the Platform or otherwise. LEVA DOES NOT ACT AS AN INVESTMENT ADVISER TO ANY USER AND NO PART OF THE PLATFORM, THE CLOUD SERVICES OR THE WEBSITE IS INTENDED TO CONSTITUTE INVESTMENT OR LEGAL ADVICES.

To the extent Users share details of an Investment Opportunities, the Users is solely responsible for such information. This includes, but is not limited to, any formal control, updating, amending and deleting of any information contained in the Investment Opportunity. The Users commit to ensure that none of the information contained in the Investment Opportunity is false, inaccurate, or misleading.

### **14.3 What is the consequence for the User of committing its individual investment?**

The Users, who commit their individual investment in the Investment Opportunity, become a partner of the Syndicate. The Terms of Syndicate are provided by us and accessible upon investment. The Investor acknowledges, understands and agrees therefore to become a partner of the Syndicate, when the investment process is completed by clicking on the “commit” (or similar button or checkbox). The Deal Manager acknowledges, understands and agrees, to become a partner the Syndicate established with every first commitment in an Investment Opportunity by an Investor.

### **14.4 Which legal act governs individual investments on the Platform?**

The syndication process on the Platform is governed by the terms of the specific syndicate, which are accessible within the Platform in the form of Terms of Syndicate.

The Users acknowledge and agree that Leva is entitled to amend the Terms of Syndicate anytime and to its sole discretion in order to meet all the legal and/or regulatory requirements in accordance with the applicable law as set forth in Section 12.

### **14.5 What are Leva’s recommendations to the Users with regard to the Investment Opportunity?**

Leva strongly recommends Users to carefully review and assess the terms of any Investment Opportunities. Furthermore, we strongly recommend Users not to rely solely on the information of the Investment Opportunities but to obtain relevant and specific professional advice and to conduct a complete due diligence before making any investment decisions.

Users understand that Leva does not have control over the Investment Opportunities themselves. Investors understand and acknowledge that Deal Managers are neither controlled, managed or vetted by Leva, nor can they be. Users must conduct their own due diligence assessment on the Platform and its underlying legal documentation by reviewing them carefully and without taking assumptions. The Users are fully and solely responsible to assess the appropriability and quality of Investment Opportunities on the Platform.

The Platform shall be used only by experienced Users only. By using the Platform in any way, Users represent to understand and acknowledge the inherent risks associated with private market investments. Users understand and acknowledge that investing in the private market involves risks, including total loss of investment, illiquidity, lack of dividends and dilution, and it should be done only as part of a diversified portfolio. Users acknowledge that investing into an Investment Opportunity involve significant risks and the value of any investment may increase or decrease; a complete loss is always possible. The Platform targets exclusively Users who understand these risks and make their investment decisions individually.

***14.6 Who is responsible for assessment the appropriability and quality of Investment Opportunity?***

The User is fully and solely responsible to assess the appropriability and quality of Investment Opportunities on the Platform.

***14.7 What is the consequence in the event of bypassing Leva?***

Users shall not bypass Leva when investing in an Investment Opportunity after they have become aware of an Investment Opportunity through the Platform or was communicated to Users in any other way. If a User should bypass Leva when making such investment, Leva will claim from such User a fee equalling 4% of net proceeds acquired by the Users through such investment as well as a fee equalling 20% of the individual capital contribution.

The Deal Manager shall in addition to this clause be liable for any fees and penalties, which are stated in a separate agreement between the Deal Manager and Leva and in accordance with the Section 15.7.

***14.8 Are Users allowed to use the legal documents derived from an Investment Opportunity?***

The legal documents provided by Leva for an Investment Opportunity (including, but not limited to, versions that have been replaced or slightly modified) shall be used exclusively for investments via the Platform. Any use of these documents (this includes, but no limits to, modifying the documents, using the documents as a template, etc.) outside the Platform (i.e., but not limited to, copying, sharing, etc.) requires the prior written consent of Leva. Failure to comply with this provision will result in a penalty of 20% of the investment/raised capital under any such documents and 30% of net proceeds generated with the investment/raised capital.

The payment of the penalty does not release from further compliance with the provisions of these Terms. The right to assert claims for damages exceeding the amount of the penalty is reserved.



## 15. Deal Manager Specific Terms

### **15.1 In case of any discrepancies between the Deal Manager Specific Terms and other terms set forth in these Terms which terms shall prevail?**

In the event of any discrepancies between the Deal Manager Specific Terms set forth in this Section 15 and other terms set forth in these Terms, with regard to the Deal Manager, these Deal Manager Specific Terms shall prevail.

### **15.2 In which form shall the Deal Manager create the Investment Opportunity?**

The Deal Manager is desirous of using the Platform and creating one or multiple Investment Opportunities in form of a “**Syndicate**” in accordance with the Terms of Syndicate provided by Leva.

### **15.3 What functionalities the Deal Manager may use within the Platform?**

Using his administrator account in the Platform, the Deal Manager can set up the virtual data centre assigned to him, create additional users, assign authorizations based on predefined roles, invite and administrate his private Investors and Founders. The Deal Manager is responsible for establishing and maintaining the telecommunications connection between his computers and the service transfer point required for the contractual use of the Platform and the Cloud Service.

### **15.4 Is it possible to establish a secure connection to the Deal Manager’s network?**

If the Deal Manager wishes, that the telecommunication connection shall be made exclusively from the secure Deal Manager network, its installation and connection will have to be agreed and charged separately. The secure connection to the Deal Manager’s network will then be established either via Multiprotocol Label Switching (“**MPLS**”) or Virtual Private Network (“**VPN**”). Leva is free to refuse a secure connection request at any time.

### **15.5 Are there any specific guidelines for the role as a Deal Manager?**

Yes. The role as a Deal Manager is defined in the Deal Manager Guidelines (“**DM Guidelines**”) and apply where Leva provides Cloud Services and the Deal Manager sets up one or multiple Investment Opportunity in the Platform.

### **15.6 Does the Deal Manager have to accept and comply with the DM Guidelines?**

Yes. If the Deal Manager wants to use the Cloud Services and the Platform according to these Terms, he will have to accept and comply with the DM Guidelines.

### **15.7 Is there any remuneration to be paid to Leva by the Deal Manager?**

Yes. The fees (including contingent fees, if any) shall be charged by Leva to the Deal Manager for the use of Platform and the Cloud Services. Such fees are set out in other agreements, accessible within the Platform or sent to by courier or e-mail. The fees (including contingent fees, if any) charged by the Deal Manager to his Investors for his services are set forth in the Terms of Syndicate, accessible within the Platform.

**15.8 What are the liabilities of Leva and the Deal Manager towards each other?**

Leva and the Deal Manager shall indemnify the each other against any liability and damages if third parties assert claims against one of them which are based on an infringement of the intellectual property rights of third parties or which result from the use or provision of the services in a manner which is not in accordance with the contract or which is illegal. The indemnity obligation also includes the Leva's or Deal Manager's own expenses incurred in connection with proceedings or investigations initiated by the other side. Both Leva and the Deal Manager shall support each other to an appropriate and reasonable extent and shall inform the each other immediately in writing of any third-party claims asserted.

Both Leva and the Deal Manager shall be liable to each other for direct or immediate damages only up to the amount of CHF 100'000. Liability for indirect or mediate damages is hereby excluded. Limitation and exclusion of liability apply to both contractual and non-contractual claims.

Both Leva' and the Deal Manager' liability for damages caused by intentional or grossly negligent conduct and the indemnification obligations pursuant to paragraph 1 of this Section as well as the penalty provisions set forth in accordance with the Section 15.7 are reserved.

**15.9 Is the Deal Manager's role determined for a definite period of time?**

These Terms with regard to Leva and the Deal Manager shall enter into force on the date of its acceptance by the Deal Manager and shall continue in full force and effect for 12 calendar months. It shall be extended by a further 12 calendar months in each case, unless it is terminated in writing by Leva or the Deal Manager with a period of notice of 6 calendar months before the end of an extension period to the end of a calendar month.

**15.10 Are there any specific terms with regard to the termination of these Terms between Leva and the Deal Manager?**

Both Leva and the Deal Manager are entitled to terminate these Terms for good cause at any time and without notice. Good cause shall be deemed to exist in particular (i) if Leva or the Deal Manager commits a material breach of contract and fails to remedy such breach within 10 days despite a written reminder, (ii) if the Deal Manager commits a material breach of the Sections 1.4, 2, 10, 13, 15.8, separate agreements in accordance with the Section 15.7 and DM Guidelines, (iii) if Leva or the Deal Manager persistently breaches these Terms (irrespective of whether such breaches collectively constitute a material breach, (iv) or if Leva or the Deal Manager is deceased, is dissolved, ceases to conduct all (or substantially all) of its business, is or becomes unable to pay its debts as they fall due or is or becomes insolvent or is declared insolvent. Leva reserves the right to block the Deal Manager's access for good cause completely and without written reminder.

Leva may terminate these Terms immediately by giving written notice to the Deal Manager if any amount due to be paid by the Deal Manager to Leva under separate agreements in accordance with the Section 15.7 is unpaid by the due date and remains unpaid upon the date that written notice of termination is given.

Leva reserves the right to terminate the provision of the Cloud Services upon 30 days advance notice, if for a period of 60 days the Deal Manager has not accessed the Platform or the Deal Manager has had no network activity and the Deal Manager has not incurred any fees for such Cloud Services.

If these Terms are terminated, then the rights granted by Leva and the Deal Manager to each other will immediately cease. All fees owed by the Deal Manager to Leva are immediately due upon receipt of the final bill. Furthermore, all fees and penalties generated by the separate agreements in accordance with the Section 15.7, incurred during the validity of these Terms, but not billed by Leva before the termination of these Terms, shall be declared due on the date of termination. The Deal Manager acknowledges that the bill for any performance fee will be sent 10 days after the Exit event. In such case, the Deal Manager is obliged to inform immediately Leva about an Exit event.

Termination of, withdrawal from or expiry of these Terms shall not affect the Leva's entitlement to any of the fees and penalties set forth in the separate agreements in accordance with the Section 15.11. In addition, Sections 7, 10, 15.12, 15.14 shall survive termination or expiry of this Agreement.

***15.11 What happens in the event of a change of control of the Deal Manager?***

If the Deal Manager experiences a change of control, he will give written notice to Leva within thirty days after the change of control and Leva may immediately terminate these Terms any time between the change of control and thirty days after receiving that written notice.

***15.12 Are there any Exclusivity and Non-Exclusivity terms with regard to Leva and the Deal Manager relationship?***

The Deal Manager agrees that the Leva's Cloud Service hereunder are non-exclusive, and Leva shall be entitled to enter into contracts for service with other companies or natural persons, acting as a deal manager from time to time.

If the Deal Manager wants to raise capital from his Investors with the structure provided by Leva, he agrees that he uses exclusively the Leva's Cloud Services and Platform for this purpose. Furthermore, the Deal Manager agrees not to use the provided Terms of Syndicate as a template for new Investments after the termination of these Terms, otherwise the penalties set forth in the separate agreements in accordance with the Section 15.7 shall still apply.

If the Deal Manager wants to raise capital from his Investors with a structure other than the one provided by Leva, he shall first inform the Leva before engaging third parties. Both Leva and the deal Manager shall first and foremost try to establish a desired investment structure for the Deal Manager. If Leva refuses such a request without reasons, the Deal Manager may involve for the purpose of investment structuring a third party. The outcome (i.e., but not limited to, investment structure type, structure contract, etc.) shall be shared with Leva.

***15.13 Are there any Non-Solicitation terms with regard to Leva and the Deal Manager relationship?***

During the period of these Terms and one (1) year following the termination date, the Deal Manager shall not, without Leva's prior written consent, directly or indirectly; (i) solicit or encourage any person to leave the employment or other service of Leva or its affiliates; or (ii) hire, on behalf of the Deal Manager or any other person or entity, any person who has left the employment within the one year period following the termination of that person's employment with Leva or its affiliates. During the period commencing on the date hereof through and ending one year following the termination date, the Deal Manager will not, whether for its own account or for the account of any other person, intentionally interfere with the relationship of Leva or its affiliates with, or endeavour to entice away from Leva or its affiliates, any person who during the

term of these Terms is, or during the preceding one-year period, was a tenant, co-investor, co-developer, joint venture or other customer of Leva or its affiliates.

***15.14 Do Leva and the Deal Manager establish a simple partnership with these Terms?***

With these Terms, no simple partnership pursuant to art. 530 seqq. CO between Leva and the Deal Manager shall be established.

**16. Technical Service Support**

***16.1 Are the interruptions in the use of Platform or Cloud Services possible?***

We shall endeavour to avoid and remedy interruptions in the use of the Cloud Services. The Users acknowledges that functional disruptions cannot be completely excluded even with the necessary care and that the uninterrupted functionality of the Cloud Services cannot be guaranteed. Insofar as specific parameters are defined with regard to the availability of the Cloud Services.

We do not warrant, that the operation of the Platform and the Cloud Services or the software will be error-free or uninterrupted.

***16.2 Are there different classes of the Service Level?***

When ordering a Cloud Services, the Users may assign one of the Service Classes (Silver and Gold) available for the Cloud Services. Where a selection is not possible or where no such selection has been made, Service Level Bronze will be applied; in this case the Cloud Services will be provided on the basis of commercially reasonable efforts.

***16.3 General***

***16.3.1 What shall not be taken into account in the calculation of availability?***

The time of announced interruptions as well as interruptions and malfunctions which are due to circumstances beyond our control, namely interruptions and malfunctions of the telecommunication connection, interruptions and malfunctions due to viruses, worms, Trojan horses and the like or due to force majeure, due to events resulting from unauthorized or illegal actions or omission of the User or third parties, shall not be taken into account in the calculation of availability.

***16.3.2 Is Leva allowed to interrupt the services?***

We are entitled to interrupt all or individual services for maintenance work. Such interruptions are announced in advance if possible. We may interrupt the services for urgent maintenance work and the rectification of faults at any time and without prior notice.

## **16.4 Support Request Submission**

### **16.4.1 Are the Users responsible for corrections of any errors, bugs or malfunctions?**

Before submitting a Request to us, the Users will use reasonable efforts to correct any errors, bugs, malfunctions or network connection errors without escalation to us. Thereafter, Users may submit a written Request (“Request”) for technical support via our Support Center ([support@levamail.com](mailto:support@levamail.com)).

### **16.4.2 Are there different priorities with regard to the Requests?**

The Users determines the priority when submitting Requests. Upon receipt of a Request, we will determine whether the Request is a “non-usable service”, a “standard Request” or a “Feature Request”. Any such segmentation by us is final and binding on the User. We reserve the right to change your priority segmentation if we believe that your segmentation is incorrect and will notify you of such change, if necessary.

### **16.4.3 What shall the User provide when submitting a Request?**

When you submit a Request, you provide all the diagnostic information requested and assists our support staff in resolving a Request.

### **16.4.4 What will Leva do upon the receipt of a Request?**

We may respond to a Request by confirming receipt of the Request. You acknowledge, understand and agree that the we may not be able to respond to all Requests or resolve all Requests.

If we consider a Request to be a Feature Request, we will log such a Request for examination to add to a future update or release of the Platform or the Cloud Services and will consider the matter closed. We are under no obligation to respond or resolve a Feature Request or to include such a Feature Request in any future update or release.

Although we are under no obligation to provide technical service support (“TSS”) for preview or other similarly designated or other versions, features or functions of the Platform or the Cloud Services prior to general availability, we will consider Requests at these stages of development on a case-by-case basis.

## **16.5 Accessing Support**

### **16.5.1 To whom Users do we provide first or second level support?**

We only offer second level support to the Investors and first level support to the Deal Manager’s own Requests. The Deal Manager provides first level support to the Investors.

### **16.5.2 What are the hours of the operation by Leva?**

We will process Requests during the hours of operation (09:30 to 17:30 on Monday to Friday), unless otherwise indicated in these Terms. Any Request received outside of the hours of operation will be logged and processed during the next business days. Target initial response times are based on the subscribed support level.

## **16.6 General Provisions**

### **16.6.1 How is the maintenance work carried out?**

In order to ensure optimal performance of the Cloud Services, we regularly carry out maintenance work. In most cases, maintenance has limited or no negative impact on the availability and functionality of the Platform or the Cloud Services. If we believe that scheduled maintenance will adversely affect the availability or functionality of the Cloud Services or the Platform, we will use commercially reasonable efforts to provide at least 14 days' advance notice of the maintenance. In addition, we may perform unscheduled emergency maintenance at any time. If we believe that such emergency maintenance will adversely affect the availability or functionality of the Cloud Services of the Platform, we will use commercially reasonable efforts to provide advance notice of the maintenance. The above maintenance notice will be made available through our Support Center or via email.

### **16.6.2 In which language Leva provides a support?**

Our support will be provided in the English language. Support in German, French and Italian may be provided from time to time.

### **16.6.3 Is Leva collecting or processing data?**

We collect and processes data for the purpose of providing TSS under these Terms and maintaining the Cloud Services or the Platform ("**Support Data**").

## **16.7 Support Levels**

### **16.7.1 What does Bronze support level include?**

The Bronze support level includes the following, and we will make it available to all Users: automatic service upgrades and maintenance updates, billing support, access to documentation.

### **16.7.2 What does Silver support level include?**

The Silver support level includes all Bronze level elements as well as the following: Support requests accepted through the Support Center or email for questions regarding the functionality of the services, best practice guides on the architecture of the Cloud Services and the Platform and one designated contact person.

### **16.7.3 What does Gold support level include?**

The Gold support level includes all Silver level elements plus the following: 12x7 (09:30 to 21:30 from Monday to Sunday) phone support.

## **17. Contact Us**

### **17.1 How can the Users contact Leva?**

If you have any questions or concerns about these Terms, Platform and the Cloud Services you may contact us at [hi@levamail.com](mailto:hi@levamail.com).

All notices and other communications made or to be made under these Terms shall be given in writing or by email.

Leva shall have the right to make notices and other communications directly via the Platform.

By using the Platform and our Cloud Services you can communicate with our team on our live chat support. We will try to provide you with a qualified response, which at no point qualify as legal, tax or financial advice, or direct you to a relevant resource.

## 18. Definitions

- 18.1 “Additional Services”** means Technical Account Manager (TAM) services, premier or priority support or other services related to the Cloud Products we provide to you, as identified in an Order. For the avoidance of doubt, Additional Services do not include the standard level of support included in your subscription;
- 18.2 “AMLA”** stands for Federal Act on Combating Money Laundering and Terrorist Financing of 10 October 1997 (Anti-Money Laundering Act, SR 955.0, Status as of 1 January 2019);
- 18.3 “CISA”** stands for Federal Act on Collective Investment Schemes of 23 June 2006 (Collective Investment Schemes Act, SR 951.31, Status as of 1 July 2016);
- 18.4 “Cloud Services”** means our hosted or cloud-based solutions (currently designated as “Cloud” deployments), including any client software we may provide as part of the Cloud Services;
- 18.5 “Confidential Information”** shall have the meaning set forth in Section 10;
- 18.6 “Documentation”** means our standard published documentation for the Cloud Products;
- 18.7 “Exit”** means the exit of the Syndicate from the Investment by sale against cash, exchange against other investments, listing on a stock exchange, maturity or other dissolution of the Investment;
- 18.8 “Feature Request”** shall have the meaning set forth in Section 16.4.2;
- 18.9 “Feedback”** means comments, questions, ideas, suggestions or other feedback relating to the Cloud Products, Support or Additional Services;
- 18.10 “FINMA”** is the Swiss Financial Market Supervisory Authority;
- 18.11 “FinSA”** stands for Federal Act on Financial Services of June 15 2018 (SR 950.1, Status as of 1 Januar 2020);
- 18.12 “Investment Opportunity”** is a summary of the terms of the investment;
- 18.13 “Investor/s”** shall mean all Investors invited by the Deal Manager to the Platform;
- 18.14 “MPLS”** shall have the meaning set forth in Section 15.4;

- 18.15** “**Our Deliverables**” means any materials, deliverables, modifications, derivative works or developments that we provide in connection with any Additional Services;
- 18.16** “**Our Technology**” means the Platform and Cloud Services (including all No-Charge Products), Our Deliverables, their “look and feel”, any and all related or underlying technology and any modifications or derivative works of the foregoing, including as they may incorporate Feedback;
- 18.17** “**Request**” shall have the meaning set forth in Section 16.4;
- 18.18** “**Service-Specific Terms**” means additional terms that apply to certain Cloud Services and Additional Services, currently located in Section 14, and within the Platform;
- 18.19** “**Support**” means support for the Cloud Services (to the extent applicable);
- 18.20** “**Support Data**” shall have the meaning set forth in Section 16.6.3;
- 18.21** “**Syndicate**” shall mean a contractual relationship to combine the investments of the Investors and the efforts of the Deal Manager in order to achieve a common goal;
- 18.22** “**TSS**” shall mean technical service support as set forth in 16.4.4;
- 18.23** “**Terms of Syndicate**” means the terms of the governing document of a syndicate, which are available on the Platform;
- 18.24** “**VPN**” shall have the meaning set forth in Section 15.4;
- 18.25** “**Your Data**” means any data, content, code, video, images or other materials of any type that you submit to Cloud Services. In this context, “submit” (and any similar term) includes submitting, uploading, transmitting or otherwise making available Your Data to or through the Cloud Service, and
- 18.26** “**Your Materials**” means your materials, systems, personnel or other resources.