

Terms of use

This page sets out the terms on which you may use this website www.crowdinvest.com and mobile applications (the "Site"). By using this Site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using this Site.

This site is owned and operated by Crowd Investments Limited. Crowd Investments Limited registered office is; 16 Berkeley Street, London, England, W1J 8DZ, Company number; 09326120.

Intellectual Property Rights

This Website is owned by Crowd Investments Limited (hereinafter called 'CrowdInvest') and any and all intellectual property rights in the Website including, but not limited to, copyright and database rights and any logos or trademarks (whether registered or unregistered) are owned by and remain the property of CrowdInvest (or its third-party licensors as applicable) at all times.

You may print off one copy and may download extracts of the content on the Website for your personal reference and may draw the attention of others within your organisation to material posted on our website, provided that:

Our status (and that of any identified contributors) as authors of material on the Website must always be acknowledged;

You do not use any part of the content on the Website for commercial purposes without our prior written consent;

You do not modify in any way the paper or digital copies of any materials you have printed off or downloaded, including the removal of any copyright or other proprietary notices contained in the website;

Any information on the Website which is marked as being confidential is treated as such and is not disclosed to any third party; and

You agree that you will not use any part of the Website to:

commit or encourage any criminal offence;

send or receive any material which is offensive, or which may be abusive, indecent, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights. In the event, we believe any material falls within any or all of these categories, we shall be entitled to remove it without notice;

collect or store personal data about other users;

insert or knowingly or recklessly transmit or distribute a virus, worm, trojan horses, time bombs, trap doors or any other computer code, files or programs or repetitive requests designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or to diminish the quality of, interfere with the performance of or impair the functionality of this Website;

upload, post, email or otherwise transmit or post links to any content that facilitates hacking;

hack into any aspect of this Website;

upload, post, email or otherwise transmit links to any content that infringes the intellectual property rights of any third party;

circumvent or attempt to seek to circumvent, any of the security safeguards of this Website;

cause annoyance to other people accessing this Website;

send any unsolicited advertising or other promotional material, commonly referred to as "spam", "junk mail", "chain letters", "pyramid schemes" or any other form of solicitation by email or by any other electronic means;

send email or any other type of electronic message with the intention or result of affecting the performance or functionality or any computer facilities; or

permit any third party to do any of the above.

If you use the content of the Website in breach of these terms of use, your right to use the Website will cease immediately.

No links to the Website may be included on any other site without our prior written consent. You are not entitled to modify or redistribute the contents of the Website.

This Site is not directed at, or intended for distribution to or use by, any person or entity who is a citizen or resident of or located in any jurisdiction where such distribution, publication, availability or use would be contrary to applicable law or regulation or which would subject the firm to any registration or licensing requirement within such jurisdiction, such as the United States (but not limited to). Neither this website as a whole nor any part hereof shall constitute an offer of or the solicitation of an offer to invest, or the sale of securities, nor shall there be any sale of any investments or commitments in connection with this website in any jurisdiction in which such offer, solicitation or sale would be unlawful including the United Kingdom and the United States. The contents of this website do not constitute investment, legal, tax or other advice and should not be taken as such.

The content made available on the Website is intended for general information purposes only and is provided on an "as is" basis. It does not constitute advice or the making of any recommendation and the content on the Website should not be relied upon as the basis for

any decision or action. We exclude to the fullest extent permitted by law any and all liability for any direct, indirect or consequential loss or damage arising as a result of the access to and use of the Website or reliance on the content contained on it.

We aim to ensure the Website is updated regularly. However, we are under no obligation to update the material contained on the Website and cannot guarantee that the content will always be completely up to date. For this reason, we make no warranties or representations and do not give any undertakings either express or implied about any of the content of the Website (including, without limitation, the accuracy, completeness or fitness for purpose of such content or that your use of our website will not infringe the rights of third parties or for any alleged or actual infringement of third-party intellectual property rights). The use of information obtained from the Website is at your sole discretion and risk.

Articles may be added to the content of our website. Such articles will be added to the content of the Website at our sole discretion. Any material submitted will be considered non-confidential and non-proprietary and we have the right to use, copy, distribute and disclose to third parties any such material. We cannot guarantee the accuracy of such articles and exclude to the fullest extent permitted by law any and all liability for any direct, indirect or consequential loss or damage arising as a result of the access to and use of such articles or reliance on their content.

We take reasonable precautions to prevent viruses and malicious code on the website, but you are responsible for ensuring that anything downloaded from the Website is suitable for use on your computer and is free from viruses and malicious code and we exclude to the fullest extent permitted by law any and all liability that may arise in connection with or as a result of any failure to do so.

We do not represent, warrant or undertake that the use of the Website will be uninterrupted or error free.

Any transmission, downloading or sending of any information from this Website does not create any contractual relationship.

Our liability

The material displayed on this Site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results or the use of this Site, any websites linked to it and any materials posted on it, including, without limitation any liability for:

- Loss of income or revenue;
- Loss of business;
- Loss of profits or contracts;
- Loss of anticipated savings;
- Loss of data;
- Loss of goodwill;
- Wasted management or office time;
- and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraud or fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.

Third-party websites

While we retain the right to establish hypertext links *between the Website and any third-party website, if you choose to use such a hypertext link you will leave the Website. Once you leave the Website, whether or not you realise that you are leaving, we are not responsible in any way for the content of any other website that you enter. We exclude to the fullest extent permitted by law any and all liability whatsoever or howsoever arising in connection with or as a result of such external website content causing any damage, costs, injury or financial loss of any kind.

You agree not to create any hypertext links or deep links *between this Website and any third-party site without our express prior written consent.

*Hypertext links are a means by which visitors can swap from one website to another or from one page to another within the same site. **A deep link is like a hypertext link but takes the visitor into the website bypassing the homepage on the third-party website.

Events

While we try to ensure that any events advertised on the Website will run in accordance with the programme as advertised, changes to the programme may be necessary. We will endeavour to post a notice of the changes on the Website as soon as is reasonably possible, however we will not be liable for any loss resulting from any such change.

Jurisdiction and applicable law

The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These terms of use are governed by English law.

Your concerns / complaints

If you have any concerns or complaints about material which appears on our site, please contact us at info@crowdinvest.com.

Risk warning

To help you understand the risks involved when investing in unlisted businesses, by either subscribing for shares, bonds or other equity instruments please read the following risk summary. Please be aware, before investing and diversify your investments, you are strongly advised to seek independent financial, legal and tax advice. CrowdInvest does not provide investment advice or recommendations; you are responsible for your decision to make investment in any opportunity presented to you on the CrowdInvest platform. Only an independent financial, legal or tax advisor employed by you will be able to advise you whether the opportunities presented on the CrowdInvest platform are suitable for your needs in view of your personal circumstances.

Diversification to help manage Risk;

Diversification involves spreading your money across different types of investments with different risks to reduce your overall risk. However, it will not lessen all types of risk. Diversification is an essential part of investing. Investors should only invest a proportion of their available investment funds via CrowdInvest and should balance this with safer, more liquid investments. Only an independent financial advisor can advise you on diversification, this information is being provided to you as a guide only and should not be relied upon.

Return Risks;

Investing in shares (also known as equity) does not involve a regular return on your investment, unlike other instruments (bonds) which may offer interest paid regularly.

Investing in equity can be rewarding when the instruments perform well, however, you should be aware that you could **lose some, part or all** of your original capital invested.

Investing in early-stage businesses is high-risk as not all will succeed, some may fail and some may not meet performance expectations at all, or in the time-frame envisaged.

What happens in the event the company you have invested in fails?

As an equity holder your investment ranks behind repayments to creditors, and therefore you could suffer a total loss of original capital invested in the event that there is no money left in the business after the repayment of debts owed by the company are made. You will

not be entitled to any refund or compensation from either CrowdInvest or the company in the event of the firm's failure for any losses incurred.

Tax relief may also be lost due to your personal circumstances or due to the activities of a company, hence you should seek independent tax advice with regards to your personal tax structuring to ensure your investment activity meets your tax objectives and you understand the tax risks.

Can I sell my shares?

Yes, you can sell your shares if you can source a buyer for them, however, this is difficult due to the fact that there the shares are **unlisted and are not available** to buy or sell via public markets and there is no verified value of the shares. You could be in a position where there is no available buyer for the shares. Share valuations are based on the performance of the company and therefore there is no guarantee that the value of the shares will meet the price you originally paid for them.

Other factors to consider;

Dividend payments are made at the discretion of the company and are not guaranteed, in fact, it is usual for an early-stage company to not pay dividends and use profits to invest in further growth needs for the business, therefore any returns due will be when exiting (selling) the investment.

Early-stage company's typically have ongoing capital needs, hence will more than likely raise additional capital from new shareholders or via debt. An increase of shareholders will mean that your investment is diluted, hence your original shareholding percentage will dilute down with the addition of further shareholders, giving you a lesser share of the company.

It is important to understand the types of shares you are purchasing and what this means to your shareholder rights. An independent legal advisor will be able to explain the nature of the instruments.